THE NEW COMPANY LAW (IV) .. .. .. p. 476
THE MARRIAGE OF FOREIGNERS IN ENGLAND .. p. 477

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 29 [PAGES 473 TO 488]. Saturday, July 20, 1929. PRICE 1s.

FLOWERDEW & CO., LIMITED.
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF
227-228, STRAND (*Facing Law Courts*),
'Phone: City 1155 (3 lns). Tel.: 'Flowerdew, London.'
CITY OFFICES:—11, POULTRY, E.C.2.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept.: 3, ADELPHI TERRACE HOUSE, ADELPHI, W.C.2. Temple Bar 1611.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors and Estate Agents,
VALUERS FOR ESTATE DUTY. REAL ESTATE. COMPENSATION CLAIMS. CHATTELS.
RATING SURVEYORS. ESTATE MANAGERS.
35, BUCKLERSBURY, E.C.4.
Branches: HAMMERSMITH and LEYTONSTONE.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE.—
HOLBORN 6941 (eleven lines).

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C 2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

THE PSYCHOLOGY OF MISCONDUCT, VICE AND CRIME
A Book for Lawyers, Magistrates, and People interested in the Abnormalities of Human Conduct.
By BERNARD HOLLANDER, M.D.
Third Impression. 7s. 6d. *net.*
GEORGE ALLEN & UNWIN, LTD.,
40, MUSEUM STREET, LONDON, W.C.1.

Mr. J. A. WATSON, B.Sc., LL.D.,
BARRISTER-AT-LAW,
5, KING'S BENCH WALK, TEMPLE, E.C.
LAW LECTURER and TUTOR (London and Cambridge), Prepares Pupils, individually and in class, for
Solicitors', Bar & University Law Examinations.
Evening Classes a special feature, also Last Month Revision Classes.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN.
SETTLE, TAX, and/or ADVISE upon BILLS OF COSTS of all kinds. Town or Country.
COSTS DEPARTMENTS MANAGED.
HEAD OFFICE: 14, Bedford Row, London, W.C.1.
Telephone: CHANCERY 8031.

THE
GUARANTEE
SOCIETY LIMITED
for
Administration Bonds
ON FAVOURABLE TERMS
OBLIGATION TO PRIVATE SURETIES AVOIDED.
Head Office: 19, BIRCHIN LANE, LONDON, E.C.3.
Telephones: Mansion House 8613-4.
BRANCHES IN ALL PRINCIPAL TOWNS.
COURT BONDS and INDEMNITIES
GENERALLY.

THE CANCER HOSPITAL

(FREE.)

FULHAM ROAD, LONDON, S.W.3

(Incorporated under Royal Charter).

No Letters. No Payments.

THE FIRST SPECIAL HOSPITAL IN LONDON FOR CANCER

SOLELY DEVOTED BOTH TO TREATMENT AND TO RESEARCH.

Fully equipped and specially staffed.

A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.

AN URGENT APPEAL IS MADE FOR

£150,000

for Building Extensions, the first part of which will be wards for "middle income" patients who can contribute towards their cost,

AND ALSO FOR RADIUM.

Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

Form of Bequest of a Legacy.

To those Benevolent Persons who kindly desire to become Benefactors by Will to this Institution, the following form of Legacy is respectfully recommended: "I give and bequeath unto THE CANCER HOSPITAL (FREE), situate in the Fulham Road, London, the sum of
(free of Legacy Duty), to be applied towards carrying on the charitable designs of the said Institution."

PECKHAM HOUSE
MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15

Telegrams: "Alleviated, London."
Telephone: Rodney 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

BRITISH HOME
AND HOSPITAL FOR INCURABLES.

Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS

much needed and earnestly solicited.

Patron—His Royal Highness The Prince of Wales.
Patroness—Her Royal Highness The Duchess of York.
President—His Grace The Duke of Portland, K.G.
Secretary—Edgar Penman.
Offices—72, Cheapside, London, E.C.2.
Bankers—Barclays Bank Limited.
This Institution was the FIRST in England to receive the patronage of the late Queen Alexandra in 1863.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES ARE A VALUED HELP.

THE EARL OF HARROWBY, Treasurer.

THE SALVATION ARMY

earnestly appeals to all members of the Legal Profession to remember, and assist, as occasions arise, its widespread work.

The operations for Men, Women and Children include:—

Evangelical and Missionary Work, Rescue, Maternity and Child Welfare, Medical and Educational Centres, Industrial Homes, Prison Gate Work, Homes for Aged, Work amongst Lepers.

Legacy Forms, Reports, Annual Balance Sheets, sent on application.

Contributions or enquiries should be addressed to General Higgins, 101, Queen Victoria Street, E.C.4.

DIRECTLY or indirectly, the many and varied works of THE

CHURCH ARMY

benefit all.

LEGACIES

entrusted to the Society are Legacies

TO HUMANITY.

Communications to Preb. Carlile, C.H., D.D., Hon. Chief Sec., 55, Bryanston St., London, W.1. Cheques crossed "Barclays a/c Church Army."

INDUSTRIAL TRAINING FOR
BLIND AND CRIPPLED GIRLS
In connection with

JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION

(Registered under the Blind Persons Act, 1920). Incorporated
Formerly known as Watercress and Flower Girls' Christian Mission

Supt. and Sec., **ALFRED G. GROOM,**
The Crippleage, Sekforde-street, London, E.C.
Treas., Ernest J. Lovell, Esq. *Bankers*, Barclay & Co.
Afflicted Girls are received from all parts of the Kingdom without payment or votes, and are trained to become self-supporting.
Subscriptions, Donations and Testamentary Bequests are earnestly appealed for.

THE NATIONAL BENEVOLENT INSTITUTION

Founded by the late Peter Hervé.

Established 1812. Incorporated by Royal Charter.
Under the Protection and Patronage of His Most Excellent Majesty King George V.
President—His Grace the Duke of Portland, K.G., G.C.V.O.
Treasurer—Sir Robert W. Dibdin, J.P.

This Institution grants Annuities of **£25** to distressed members of the Upper and Middle Classes of Society who have attained the age of 50 years and upwards. *Life Donations*—£5, two votes; £10, four votes; and so on in proportion. *Annual Subscriptions*—5s., one vote; 10s., two votes; and so on in proportion. Legacies are also earnestly solicited.

ADDITIONAL SUPPORT GREATLY NEEDED.

Full information to be obtained at the Office, 65, Southampton Row, London, W.C.1.

Henry C. Latreille, *Secretary.*

LEGACIES.

THE ATTENTION OF LEGAL ADVISERS

is earnestly requested by

The Distressed Gentlefolk's Aid Association.

Applications for Grants or Pensions are received daily, therefore your recommendation for Legacies will be greatly appreciated.

Information from the Secretary, C. M. FINN, 75, Brook Green, W.
Chairman: Sir SELWYN FREMANTLE, C.S.I., C.I.E.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: The Treasurer,

ST. DUNSTAN'S

Headquarters,
Inner Circle, Regent's Park,
London, N.W.1.

(St. Dunstan's is registered under the Blind Persons Act, 1920.)

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vii.

VOL. LXXIII. **Saturday, July 20, 1929.** No. 29

Current Topics: Superfluous Land and Unearned Increment — A Married Woman's Name—Production of Probates and Letters of Administration —Arrangement of Correspondence—An Alleged Chocolate Golfer—The Use of Medical Titles — Casual Wedding Witnesses—John Howard up to Date — Costs in Admiralty Cases 473
Criminal Law and Police Court Practice 475
The Companies Act, 1929 476
The Marriage of Foreigners in England 477
A Conveyancer's Diary 477
Landlord and Tenant Notebook .. 478
Our County Court Letter 479
Practice Notes 480
Legal Parables 480
Correspondence 480
Obituary 481
Reviews 481
Books Received 481
Points in Practice 482
Notes of Cases 483
Societies 484
In Parliament 485
Rules and Orders 486
Legal Notes and News 487
Court Papers 488
Stock Exchange Prices of certain Trustee Securities 488

Current Topics.

Superfluous Land and Unearned Increment.

IN ITS number for 3rd July *Truth* puts the question "Ought one public body to make a profit at the expense of another on a re-sale of land?" The question is stated to have arisen in connexion with the sale of superfluous land by a county council to a district council which needed it, and it was common ground that the site had risen in value since the original purchase. While admitting that it finds the problem a puzzling one, *Truth* observes that "probably the general opinion will be that the county authority ought not to follow the example of private speculators in land—not at any rate in dealing with another public body." In counselling this altruism, it may be assumed that *Truth* does not profess to be giving advice founded on law, and would recommend local bodies to consult their legal advisers before following the course suggested. The answer to the problem from a legal point of view, however, can hardly be in doubt—that, however excellent and philanthropic the members of a local council may be, they must not indulge their generosity at the expense of the ratepayers who elected them. Those who sell in a fiduciary character have, of course, well-defined duties to their beneficiaries, and it has been explicitly laid down that trustees must sell land to the best advantage: see, for example, *Re Cooper and Allen's Contract* (1876), 4 C.D. 802, at p. 815, per JESSEL, M.R. In s. 175 of the Public Health Act, 1875, it is specifically directed that superfluous land shall be sold "at the best price that can be gotten for the same." A county council's power to acquire land is conferred by s. 65 of the Local Government Act, 1888, and a general power of sale with the consent of the Local Government Board (now the Ministry of Health) is contained in s. 64 (3). There is no explicit direction as to obtaining the best price, but it is surely implied, as stated above, in any fiduciary sale, and it can hardly be supposed that the Ministry would consent to a sale on any other terms. Whether a county council could or ought to make a gift to a district council out of the purchase money of any land sold by the former to the latter might be a different question, which would be regulated by the county council's statutory power of bounty to inferior local bodies. But that bounty must not be indirectly exercised in the way *Truth* suggests.

A Married Woman's Name.

WE HAVE travelled a long way since a legal writer could say that "in the eye of the law, the person of the wife is sunk in that of the husband. It is in obedience to this principle that she assumes his name and rank." During the last generation the emancipation—so it is termed—of women has gone on apace, but for the most part they have been content to assume the name and rank of their husbands. There have been exceptions, sometimes for special reasons, as, for example, where the wife has made a name for herself in art or literature under her own patronymic. Possibly it is for this reason that the wife of Lord PASSFIELD (whom we have till now known as Mr. SIDNEY WEBB) has announced her intention of retaining the name she assumed on her marriage, namely, Mrs. SIDNEY WEBB. There is, of course, no legal objection to a married woman electing to be known by any name she chooses; it is common knowledge that many actresses are known professionally by names other than those they acquired on marriage. There is, however, the risk of embarrassing situations when a wife exercises the right of being called by other than the name of her husband. In the days before the wife of a Lord of Session in Scotland was given the courtesy title of Lady, misunderstandings occasionally arose, as, for example, when Lord AUCHINLECK travelled the circuit with Mrs. BOSWELL, not everyone remembering that before his accession to the bench Lord AUCHINLECK was plain Mr. BOSWELL. Simply for purposes of identification, and without any underlying idea of emancipation, Scottish married women are often described in formal documents by their maiden names as well as by their married names, e.g., ELIZABETH SCOTT or ANDERSON, SCOTT being the maiden name and ANDERSON that assumed on marriage.

Production of Probates and Letters of Administration.

THE PROVISIONS of s. 36 of A.E.A., 1925, introduced fundamental changes in the means necessary to vest a deceased's real estate in the person ultimately entitled to it. The full implications of the changes so introduced do not appear to be adequately realised, sufficient importance not being attached to probates or letters of administration. These are still considered by many conveyancers as mere matters of record, as distinct from documents of title to which the ordinary rules as to acknowledgments apply. It is submitted, however, that the legal estate in land can now only pass from a deceased's personal representatives by an assent or conveyance in writing which fulfils the requirements of sub-s. (4) of the section referred to. Any person in whose favour such an assent or conveyance is made is entitled, under sub-s. (5), to require that notice thereof be endorsed on the probate or letters of administration, for it is only when this is done that a transferee from personal representatives can get the full benefit of the protection offered by sub-ss. (6) and (7). If such an endorsement is not made, it is within the power of the personal representatives to defeat the first title conferred (unless made for value) by a second conveyance to a purchaser. The presence, therefore, of such an endorsement is an important link in the title to the property affected. Probates and letters of administration have thus become documents of title, and the person in whose favour an assent or conveyance is made should require the

personal representatives to give him an acknowledgment of his right to production in the same way as he would require an acknowledgment in respect of any other deed affecting the title. Personal representatives have, for the most part, assiduously executed assents in the statutory form set out in the 5th Sched. to L.P.A., 1925. In some cases, however, the need for endorsement has been overlooked, but the number of cases in which personal representatives have failed to give the transferee of the deceased's real estate any acknowledgment of his right to the production of the Probate or Letters of Administration must be very large. Such an acknowledgment, however, is equally important whether the proper endorsement has been made or not, and its absence constitutes a defect in the title which the vendor should be called upon to cure.

Arrangement of Correspondence.

JUDICIAL COMMENT of the unsatisfactory arrangement of the correspondence in many of the cases before the courts is reiterated so frequently that one feels it a remarkable oversight that no practical steps have been taken to formulate definite rules governing this small but important matter. The smooth running of a hearing so far as it is ensured by the orderly chronological arrangement and paging of correspondence is often seriously affected by omissions in that respect, and the invariable result is some degree of confusion and delay. About two years ago the Lord Chief Justice referring to this matter (71 SOL. J. 477) expressed the hope that there would soon be a rule that no costs should be allowed on taxation in respect of correspondence which had not been chronologically arranged and paged; nothing else, he suggested, would avail, and events since that date would appear to have justified that statement. In a case before Mr. Justice HAWKE a few days ago sixty-eight pages of correspondence were handed to his lordship as an agreed bundle, and it subsequently transpired that the last few pages were not admitted. "Why were you allowed to hand it to me as an agreed bundle of correspondence?" asked his lordship, and added, when no satisfactory answer was forthcoming, "it may be merely a mistake or carelessness, but you ought not to have been allowed to hand it to me as agreed." Further difficulty was experienced when a material letter set out on page 50 was not in position in the learned judge's bundle; it was traced, after some delay, elsewhere in the correspondence. Examples such as this, which occur in one form or another with monotonous regularity, obviously indicate the urgent necessity of rules empowering the infliction of a penalty as suggested by the Lord Chief Justice.

An Alleged Chocolate Golfer.

IN MR. TOLLEY'S recent action against Messrs. FRY, the chocolate manufacturers, it is very easy to understand his resentment against Messrs. FRY'S advertisement, nor need undue sympathy be wasted on the defendants, who appear from the report to have unreasonably refused to publish Mr. TOLLEY'S disclaimer. The claim was founded on the publication by the defendant company of a picture of Mr. TOLLEY making a stroke at golf (it would be superfluous to mention that he is the amateur champion) with a "Limerick" below, in which the caddy extols the defendants' chocolates, a packet of which is visibly protruding from the champion's pocket. Mr. TOLLEY is on the Stock Exchange, a body which strictly forbids its members to advertise themselves. Suggestions were also made that his amateur status at golf might be imperilled if the authorities responsible deduced, as they possibly might, that he was using his title to obtain money from FRY'S for the advertisement. Merely to represent him as a buyer of FRY'S chocolate, however, would certainly not be libellous; and the puff in the Limerick ("they're handy, they're good, and priced low, sir!") was put in the mouth of the caddy. In *Walter* v. *Ashton* [1902] 2 Ch. 282, the defendant sought to associate *The Times* newspaper with the bicycles he sold and Mr. WALTER obtained an injunction against him—not, however, on the ground of libel, but because he might be exposed to actions as to the quality of the machines. In *Clerk* v. *Motor Car Co.* (1905), the defendant company held out to the public that the plaintiff was their technical adviser, and the question of the use of his name being libellous was raised, but not decided, FARWELL, J., merely following *Walter* v. *Ashton*, in granting an injunction. Mr. TOLLEY appears to have opened a very wide door. Were not the portraits of certain eminent statesmen advertised in connexion with toffee during the election? Yet no one supposes that the Prime Minister or Mr. BALDWIN is a hireling of the toffee proprietors. And, if the decision in Mr. TOLLEY'S case is right, what is the Bar Council doing about the odious advertisements of "counsel's opinion" (counsel being depicted in wig and gown) on somebody's ale? Indeed, if memory serves, there is an advertisement of "a good judge" in full-bottomed wig, on the Bench, taking somebody's whisky, or perhaps a pill. Surely here are class libels on Bench and Bar, if the decision is right, just as annoying to them as the chocolate to Mr. TOLLEY.

The Use of Medical Titles.

THE PROSECUTION of Colonel KYNASTON by the Royal College of Surgeons upon charges of "wilfully and falsely pretending to be a doctor of medicine," and of using the title "M.R.C.S. Eng." contrary to the Medical Acts, raises once again the question of the discipline of the medical profession. The first charge was dismissed by the magistrate, and the second was dealt with under the Probation of Offenders Act, the learned stipendiary expressing the view that the continued use of the letters M.R.C.S. by a member whose name had been removed from the register was illegal. If we may respectfully say so, these decisions seem to be founded upon strict common sense as well as law. Obviously it is not right for a medical man whose name has been removed from the membership of the Royal College of Surgeons (for whatever cause) should continue to use letters suggesting that he is still a member. But the other question—whether he may still call himself a "doctor" is more complex. The magistrate found there was no "wilful and false pretence," and the defendant, who appeared in person, claimed that as he still held the qualifying certificate of the Society of Apothecaries he was entitled to practice and to describe himself as a doctor of medicine. It will be interesting to see what, if any, further developments follow upon this case.

Casual Wedding Witnesses.

IN A bigamy case before Mr. MEAD, the Registrar who celebrated the second ceremony, is reported to have stated that he could not remember the accused man, and that he allowed bystanders to come forward as witnesses to the marriage. One who marries hundreds of people a year, seeing the parties only during the brief ceremony, and either or both for a few minutes on the application for licence, can hardly be expected to identify them. The witnesses no doubt ought to be able to do so, but ss. 20 and 21 of Marriage Act, 1836, which require the presence of two or more credible witnesses in marriages celebrated otherwise than in church (in church one witness only may suffice, see *Wing* v. *Taylor* (1861) 2 Sw. & Tr. 275), does not prescribe that they shall be persons who know either or both of the parties. Obviously, therefore, identification of one who has been through a bigamous marriage may present extreme difficulty. In many other countries there are certain checks on bigamy, but they depend upon identification of a particular person with a name on a birth certificate, and the Englishman as a matter of principle objects to official identification papers, darkly suspecting bureaucracy and police supervision. Thus bigamy is rendered easy, and, even when a girl's parents may take the trouble to search for a previous marriage at Somerset House, the fiancé may nullify their labours by giving a false name. Indeed, the

creatures who may be regarded as professional bigamists, marrying one woman after another, getting hold of as much of her money as possible in each case and then deserting her, habitually do so. These could largely be foiled by requiring witnesses who could identify the parties to a marriage on their birth certificates, and noting the marriage in the birth register. This would be a little more troublesome to the parties, especially if one or both of them were elderly, and necessitate more clerical work in the Registrar-General's department. Bigamy is a comparatively rare crime, so it seems to be held not worth while to prevent it this way. Probably, however, there are many offences to one conviction, and in its worst form it is a peculiarly cowardly and brutal offence. It may be a mistake, therefore, not to spend a little more money, and take a little more trouble, to frustrate it.

John Howard up to Date.

THE *Howard Journal* for June is a first-class advertisement for the League, of which it is the official organ, and for the extraordinarily valuable work it does. Those who have to deal with the criminal officially, either in the courts or in the prisons, are always in danger of seeing "the usual man in the usual place." But they are coming more and more to welcome the corrective of the outside point of view. The trouble in the past has been that the official has been stiff, and the critic uninformed. Now, to a large extent, they stretch each a helping hand to the other. One finds in the journal, for instance, not only a doctor of divinity's view of the use of punishment, but an address on "Alcoholics in prison" by a prison governor; and the excellently written reviews include not merely the work of the theorist, but the sympathetic writings of "practical" men who might be supposed to have become case hardened by years spent in contact with the criminal. The faith and love, however, which the preacher tells us "cannot be hired for money," are present in unexpected places, as is revealed by the impressions of a militant member of the League, got in the London police courts. The journal contains information, nowhere else easily obtainable, upon foreign prison conditions—this number has Czecho-Slovakia, Poland and Denmark; and this alone makes the publication worth its price. When the objects of the League and the methods it adopts in seeking them come to be understood, it will be more and more realized that its moving spirits are not cranks, but enthusiastic citizens who, while not afraid to be critical on occasion, and not by any means infallible in their criticism, are anxious to work in alliance with those who know but are not too knowing.

Costs in Admiralty Cases.

A POINT of some importance to solicitors who practise in the Admiralty Court was decided by HILL, J., in "The Normanstar," 45 T.L.R. 554. The plaintiffs, having been adjudged solely to blame in respect of a collision at sea, obtained a decree limiting their liability under s. 504 of the Merchant Shipping Act, 1894. There was then a reference at which there were a large number of cargo claims, and solicitors acting for the cargo claimants, instead of putting in vouchers and affidavits as evidence of the various claims, tendered, by agreement, an average statement prepared by a firm of average adjusters, and the average adjusters attended and gave the necessary explanations. On taxation of the defendants' costs, £1,000 was allowed for the charges of the average adjusters, in addition to solicitors' costs for instructions for brief. The plaintiffs objected to the allowance of the item of £1,000 on two grounds, (1) that the defendants' solicitors were not entitled to pay others to carry out work which ought properly to have been performed by themselves; and (2) that the same average adjusters had been employed to prepare the defendants' claims against their underwriters. On the hearing of an application for an order to review taxation, HILL, J., refused to agree to the objections, and held that the item was properly allowed.

Criminal Law and Police Court Practice.

DISTURBANCE AT PUBLIC MEETINGS.—The case heard before the borough justices at Gravesend on the 1st inst. in which a local councillor who had been mayor and chairman of the board of guardians summoned two other councillors, said by counsel to belong to "a political party other than that favoured by the complainant," was interesting as being one of the very rare instances we have so far known of proceedings being taken under the Public Meeting Act, 1908. Considering the numerous cases referred to from time to time in the correspondence columns of the daily papers where rowdyism is complained of, it is surprising that this very simple and effective statute is not more frequently applied. The Act only contains one section, divided into two sub-sections, the second of which provides that a person who incites others to commit an offence under the section is to be deemed guilty of a like offence. The main sub-section lays it down quite simply that any person who "at a lawful public meeting acts in a disorderly manner for the purpose of preventing the transaction of the business for which the meeting was called together" shall be guilty of an offence, punishable by fine or imprisonment. If the offence is committed at a *political* meeting held in a *parliamentary* constituency between the date of issue of a writ for the return of a member and the date at which the return is made, it will be an illegal practice within the terms of the Corrupt and Illegal Practices Prevention Act, 1883.

PROBATION AND EXILE.—A young man charged with a breach of his recognisance under the Probation of Offenders Act last week in a London court was said to have failed to observe a condition in his recognisance that he should remain out of the County of London. His answer was that he was born and bred in London, and that no one had any right to send him out of it. He had gone away at the time he was bound over, but had returned to see a sick friend. Why, he asked, did not the authorities clear out some of the foreigners instead of worrying him? The magistrate naturally pointed out to the defendant that he had agreed to the condition when it was imposed, as he could not have been bound over against his will; and eventually the young man was let off on promising to fulfil his promise in future. The object of imposing such a condition of exile is doubtless to remove an offender from a district in which he is liable to peculiar temptations. The condition could, and of course would, be varied upon good cause being shown; at its worst it is only an obligation to remain away unless and until the court permits return, during a fixed period. But the case shows that such a condition may seem oppressive to an ignorant offender who hardly understands what is required of him.

PUNISHMENT FOR SHOPLIFTING.—Mr. Mead, the Stipendiary Magistrate, at Marlborough-street, seems to have had a plethora of shoplifting cases to deal with recently, if we may judge from the reports in *The Times* of last Saturday. Four cases were dealt with by the learned magistrate, in three of which sentences of imprisonment were passed—all the defendants being women. In one case mother and daughter were charged together and both pleaded guilty to stealing a 15-guinea dress from a well-known firm of costumiers. Mr. Mead, in sentencing the woman to six months' imprisonment with hard labour, commented upon the fact that she had been previously convicted and was now training her daughter to follow her bad example. Six months' hard labour was imposed in another case despite a husband's plea that his erring wife suffered from spasmodic mental depression; whilst a £10 fine and costs was imposed on a woman whose solicitor pleaded ill-health for his client. "Shoplifting," remarked Mr. Mead, "now seems to be regarded as the most conspicuous symptom of every disease under the sun." The fourth "case" got six weeks.

Against all this two appeals from convictions by Mr. Mead were heard at London Sessions on the same date. In one case the conviction was quashed with costs—the chairman stating that the magistrates were unanimously of the opinion that the man ought not to have been convicted; whilst in the other a fine was substituted for imprisonment, Mr. WILBERFORCE saying that the opinion of the court was that the appropriate penalty for the offence was a fine and not an imprisonment. "When a woman in business tried to get something for nothing she should understand that it was an expensive process." It all seems very contradictory and we cannot help feeling that something needs to be done with regard to these cases of shoplifting by women.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 460.)—IV.

Debentures.—The expression "debenture" in the Act includes debenture stock, bonds, and any other securities of a company, whether constituting a charge on the assets of the company or not.

Any trading company may borrow and give security for money borrowed, other companies will have this power only where it is expressly conferred by the memorandum or articles. Such a power may extend to the uncalled capital of a company. Companies commonly give what is called a floating charge: such a charge is over the assets of the company for the time being, and enables the company to deal with the assets in the ordinary course of its business until the undertaking ceases or the chargee intervenes by appointing or obtaining the appointment of a receiver. A floating charge will not, unless express provision to the contrary is made, prevent the company creating a specific charge ranking in priority to the floating charge. Not infrequently a number of debentures ranking *pari passu* in point of charge are created.

The Act contains provisions for inspection of the registers of debenture-holders and also for allowing debenture-holders to have copies of any trust deed.

Debentures which have been paid off or redeemed may be re-issued, unless (1) provision to the contrary is contained in the articles or in any contract entered into by the company, or (2) the company has in some way manifested that the debentures are to be cancelled. The re-issue will be treated as a fresh issue for the purpose of stamp duties, but not for the purposes of a provision limiting the number of debentures. A re-issued debenture will have the same priority in point of charge as if it had never been redeemed. These provisions, which make some alteration in the law, are retrospective, but where a debenture was redeemed before and re-issued after the Act came into force, the re-issue will not prejudice any right any person would have had under the old law as set out in s. 104 of the Companies (Consolidation) Act, 1908.

A company may issue what are called perpetual debentures, that is to say, debentures which are irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period, however long, and specific performance may be granted of a contract with a company to take up and pay for debentures.

Where a receiver is appointed on behalf of the holders of any debentures of the company secured by a floating charge, or possession is taken by or on behalf of those debenture-holders, of any property comprised in or subject to the charge, then, if the company is not at the time in course of being wound up, the debts which are given priority under the provisions of the Act relating to preferential payments must be paid out of any assets, subject to such charge, before any payment is made to the debenture-holders.

REGISTRATION OF CHARGES (Part III of the Act).

At present (1) charges for the purpose of securing any issue of debentures, or (2) charges on uncalled capital of the company, or (3) charges created or evidenced by an instrument which if executed by an individual would require registration as a bill of sale, or (4) charges on land wherever situate or any interest therein, or (5) charges on book debts of the company, or (6) floating charges on the undertaking or property of the company, if created by a company registered in England, will, unless registered with the Registrar of Companies within twenty-one days of the date of their creation, be void against the liquidator and any creditor of the company. The law is not changed so far as these charges are concerned, but in future the following charges, if created after the commencement of the Act, are put on the same footing: (1) Charges on calls made but not paid, (2) charges on a ship or any share in a ship, (3) charges on goodwill on a patent or licence under a patent on a trademark, or on a copyright or licence under a copyright. The provisions as to registration of charges are also extended to charges on property in England created by a company (whether a company within the meaning of the Act or not) incorporated outside England, but having an established place of business in England. Registration is also required of any charge created before but not requiring registration until the commencement of the Act; in such cases default will lead to a fine, but the charge is not avoided.

It will, in future, be necessary, where a company has acquired property subject to a charge, for such charge to be registered if it is of such a kind that it would have required registration if created by the company. This applies to charges on property in England acquired by a company whether a company within the meaning of the Act or not, which is incorporated outside but has an established place of business in England. If this is not done it will not avoid the charge, but a penalty will be incurred.

Where a series of debentures containing, or giving by reference to any other instrument, any charge to the benefit of which the debenture-holders of that series are entitled, *pari passu* is created by a company, it will be sufficient if the registrar receives the particulars required by the Act, together with the deed containing the charge, or if there is no such deed, one of the debentures of the series within twenty-one days after the execution of the deed, or if there is no deed, after the execution of any of the debentures.

A copy of the certificate of registration must be endorsed on the debentures where it is possible, and the court has power to extend the time for registration, and it may also rectify any omission or statement in the particulars registered or in any memorandum of satisfaction of any charge. It will be noticed that the expression "court" is used in this section. A similar alteration has been made throughout the Act. The effect of this is that in all cases under the Act applications by petition, summons or motion may, if so desired, be brought to the chambers of the Registrar Companies (winding-up), instead of to Chancery Chambers or the Central Office.

Where a receiver of property of a company has been appointed, notice must be given to the Registrar of Companies, and the Registrar must enter the notice in the register of charges. A company has also to keep a register of charges and copies of every instrument creating charges acquiring registration and such register and copies must be open to inspection.

MANAGEMENT AND ADMINISTRATION (Part IV of the Act).

Registered Office and Name.—Companies must have a registered office to which all communications and notices may be addressed, and must notify the Registrar of Companies of the situation of such office and of any change therein within twenty-eight days of the company's incorporation or the change.

A company must also paint or affix its name on the outside of the place in which its business is carried on, have its name

engraven on its seal, and on all bills of exchange and orders for money and goods.

Restrictions on Commencement of Business.—Where a company having a share capital has issued a prospectus inviting the public to subscribe for its shares, the company may not commence any business or exercise any borrowing powers unless :—

(1) Shares held subject to the payment of the whole amount thereof in cash have been allotted to an amount not less in the whole than the minimum subscription ; and

(2) Every director of the company has paid to the company, on each of the shares taken or contracted to be taken by him and for which he is liable to pay in cash, a proportion equal to the proportion payable on application and allotment on the shares offered for public subscription ; and

(3) a statutory declaration has been delivered to the Registrar of Companies, showing that these conditions have been complied with.

In cases where a company having a share capital has not issued a prospectus, business cannot be commenced or borrowing powers exercised, unless a statement in lieu of prospectus has been delivered to the Registrar of Companies, and every director of the company has paid on each of the shares taken or contracted to be taken by him, and for which he is liable to pay in cash, a proportion equal to the proportion payable on application and allotment on the shares payable in cash, and a statutory declaration has been delivered to the Registrar.

The Registrar, on delivery of the necessary declaration and where requisite of the statement in lieu of prospectus, must certify that the company is entitled to commence business, and his certificate shall be conclusive evidence.

Contracts by a company before it is entitled to commence business will not be binding until the company becomes entitled to do so. This section does not apply to private companies.

(*To be continued.*)

The Marriage of Foreigners in England.

THE facts in the case of Mr. and Mrs. PAPADOPOULOS, recently before Mr. GRAHAM CAMPBELL at Bow-street, resembled those in *Ogden* v. *Ogden* [1908] P. 46, in that a foreigner, contracting a marriage in England according to the due and proper formalities of our law, later had it annulled by the courts of his own. In the *Ogden Case*, one PHILIP, a young Frenchman, had married an English girl in this country, but had failed to procure the consent of his parents, required by the law of France. By reason of that failure, the French courts later on annulled or purported to annul the marriage, and M. PHILIP married a French girl in France. His English wife thereupon sued for divorce in England, only to be told that, since M. PHILIP's domicil was French, the court had no jurisdiction. She later went through the ceremony of marriage with OGDEN, who some time afterwards obtained a decree of nullity on the ground that her marriage with her first husband was still valid by our law, notwithstanding the French annulment. This very obvious case of hardship was met in *Stathatos* v. *Stathatos* [1913] P. 46, and *De Montaigu* v. *De Montaigu*, *ibid*, 154, by granting the English wife of a foreigner divorce in such circumstances, notwithstanding the domicil. In the *Papadopoulos Case*, as in *Stathatos*, the court of the domicil annulled the marriage because no Greek priest was present. Mr. GRAHAM CAMPBELL, following *Ogden*, held, nevertheless, that it was valid, and the husband being resident in this country, made a maintenance order against him. It would in fact have been a case of hardship had he not been able to do so. It may be observed, however, that the law is not satisfactory ; *Stathatos* and *De Montaigu* may be regarded as extremely empirical, and in *A.-G. for Alberta* v. *Cook* [1926] A.C. 444, MERRIVALE, P., went through some sort of process of confession and avoidance of them—especially the latter (see pp. 456-7). They were again cited to him in *H.* v. *H* [1928] P. 206, but he did not refer to them in his judgment. *H.* v. *H.*, however, can hardly be regarded as consistent with them, and there can be little doubt that, if a higher court was compelled to follow or disapprove of them, it would take the latter course. In *Salvesen or Von Lorang* v. *Austrian Administrator* [1927] A.C. 641, an appeal from Scotland, it was held that a decree of nullity of marriage, pronounced by the competent court of the domicil, on whatever ground, is a judgment determining status and equivalent to a judgment *in rem*. This again was inconsistent with *Stathatos* v. *De Montaigu*, quoted in argument, but not in the judgments. It went even further, however, in undermining *Ogden* as well as those cases. Lord DUNEDIN observed (p. 662) : "The learned judges [i.e., in the court below] rest strongly on what was said on the subject in *Ogden* v. *Ogden*, but first, I am not bound by *Ogden* v. *Ogden*, and, so far as the *dicta* contradict what I have just said, I do not agree with them." Lord PHILLIMORE, after stating that the problem put to the judge in *Ogden* v. *Ogden* was "almost insoluble" (p. 699), observed that "he could not regard it as an authority that English law would not recognise the decision of a competent court having jurisdiction over the place where the parties are domiciled as final and conclusive." It is difficult, however, to see how else it can be regarded, for Lord GORELL, so far from holding the decision of the French Court in *Ogden* v. *Ogden* as final and conclusive, treated it as ineffective. Mr. GRAHAM CAMPBELL appears to have distinguished the case before him from *Von Lorang* on the ground that, whereas the German court in *Von Lorang* considered the French law, where the marriage was celebrated, and rightly came to the conclusion that the *lex loci contractus* had not been observed, in the case before him the court at Cyprus had merely considered its own law. This distinction, however, founded on the merits of the one foreign decision, in contrast to the demerits of the other, hardly seems, with all respect to the learned magistrate, consistent with the doctrine laid down in *Castrique* v. *Imrie* (1870), L.R. 4, H.L. 414, to the effect that the judgment of a foreign court, in a matter within its jurisdiction, is conclusive even though based on false premises as to a legal point. The conflict of authority no doubt made his task an extremely difficult one, and, on the merits of the case, no one who reads it will regret his conclusion. It is understood there is to be an appeal, but unless and until *Ogden* is definitely over-ruled by the House of Lords or Parliament, every inferior tribunal will have the same difficulty. In effect, a minor alteration of our statute law seems desirable, giving English wives deserted by foreigners in such circumstances the relief of divorce. While in theory this might conflict with the absolute jurisdiction of the husband's domicil, in practice there would be harmony and not conflict of laws, for the result would be that both parties would be free to re-marry in both countries.

A Conveyancer's Diary.

Trusts for Sale —*continued*— Number of Trustees.

Further, with regard to trusts for sale, the question arises as to the number of trustees. In the first place, with regard to the maximum so far as imposed by statute.

By s. 34 (1) of the T.A., 1925, it is enacted as follows :—

"Where at the commencement of this Act, there are more than four trustees of a settlement of land, or more than four trustees holding land on trust for sale, no new trustees shall (except where as a result of the appointment the number

is reduced to four or less) be capable of being appointed until the number is reduced to less than four and thereafter the number shall not be increased beyond four."

At first sight this sub-section seems to be plain enough, but there is a situation that may well arise, which appears to have been overlooked. Suppose that there were at the commencement of the Act five trustees, and one of them becomes incapable of acting or remains out of the United Kingdom, no new trustee can be appointed in the place of such last-mentioned trustee because the result of the appointment would not be to reduce the number to four or less. At the same time, it might be most inconvenient to have one trustee who was incapable or not available by reason of continuous absence abroad and whose whereabouts even might not be known. In such a case it seems that the only course is to apply to the court for an appointment of a new trustee, but the power of the court to do so unless one of the other trustees is discharged may well be doubted. Perhaps the difficulty might be overcome by one of the remaining four trustees being discharged and re-appointed in the place of the incapable or absent trustee. That course has the appearance of circumventing the provisions of the Act, and the court might not be willing to adopt it. There may be some other solution, but none, for the moment, occurs to me.

I ought to point out that the Act does not say that there can never be more than four trustees. I do not suppose that any of the readers of THE SOLICITORS' JOURNAL have fallen into the mistake of clients of mine who recently raised the question in requisitions that as there were at the commencement of the L.P.A. more than four trustees, the legal estate vested in the "four first" (meaning, of course, the first four) named in the instrument creating the trust under s. 34 of that Act. That was, of course, quite wrong. There is no statutory provision which divests land held by persons as joint tenants (no matter how many) at the commencement of that or any other Act in four only of such persons.

The only provision is that quoted above, which applies to future appointments of trustees and makes it impossible to appoint a new trustee unless the number after such appointment will be not more than four.

So much for the maximum number of trustees. I turn now to consider what is the minimum number. I think that there is sometimes a certain amount of misunderstanding about this also.

To take, first of all, the statutory provisions on the point. It is provided by s. 27 (2) of the L.P.A., 1925, as amended by the L.P.(Am.) A., 1926, that:—

"Notwithstanding anything to the contrary in the instrument (if any) creating a trust for sale of land or in the settlement of the net proceeds, the proceeds of sale or other capital money shall not be paid to or applied by the direction of fewer than two persons as trustees for sale, except where the trustee is a trust corporation, but this sub-section does not affect the right of a sole personal representative as such to give valid receipts for, or direct the application of, proceeds of sale or other capital money, nor, except where capital money arises on the transaction, render it necessary to have more than one trustee."

There is also s. 14 (2) (*a*) of the T.A., 1925, which (as amended by the L.P.(Am.) A., 1926), provides, in effect, that, except where the trustee is a trust corporation, the section does not enable a sole trustee to give a valid receipt for (*inter alia*) the proceeds of sale or other capital money arising under a trust for sale.

It will be seen that both these statutory provisions are negative. There is not any prohibition which prevents a sole trustee from acting in the trusts except for the purpose of giving a valid receipt for proceeds of sale or capital money.

It seems rather curious that it should have been thought necessary in the L.P. (Am.) A., 1926, to emphasise the fact that the provisions against a sole trustee giving a receipt for such moneys should not affect the right of a sole personal representative, as such, to give valid receipts, etc. Of course a sole personal representative, as such, is not a trustee, although no doubt a sole administrator holds on trust for sale under the A. of E.A., 1925, s. 33 (1) (*a*), and any sole personal representative is given the powers of a trustee for sale under s. 39 of the same Act. But personal representatives, be they executors or administrators, when selling as such, do not sell as trustees for sale. The point is of little, if any, practical importance, but it may be worth mentioning.

There are some points which occur to one in connexion with these provisions.

One is that as the only prohibition is against a sole trustee giving a receipt for proceeds of sale or capital money, there is no reason why a sole trustee in whom the legal estate is vested should not join with the persons beneficially entitled in conveying to a purchaser. The purchase price will be paid to the beneficiaries, not to the trustee, who will be joined only to convey the legal estate which has devolved upon him.

Again, where there has been an agreement for partition amongst the persons beneficially entitled, a sole trustee in whom the legal estate is vested may join in any conveyances which may be necessary for giving effect to such agreement.

Another instance occurs where one of the equitable owners has acquired by purchase or otherwise the interests of the other or others, and thus become solely entitled in equity. In such a case the sole trustee may convey, the transaction not involving the receipt of capital money.

Illustrations might be multiplied, but these practical examples suffice, I think, to show how the provisions with regard to the minimum number of trustees really apply.

There is another point, although I think that I have mentioned this before, that a survivor of joint tenants beneficially entitled may, although a sole surviving trustee, make a good title to a purchaser and give a valid receipt for the purchase money. In such a case the surviving joint tenant sells as the person who is solely entitled to both the legal and equitable interests in the property and not as a trustee for sale.

Landlord and Tenant Notebook.

Rate Compounding. The Date for Payment.

Following upon the article in this column last week on the case of *Nicholson* v. *Jackson*, an entirely new development has arisen out of a recent decision of the Hull Stipendiary Magistrate, which (according to reports in the Yorkshire newspapers) is likely to be the subject of a case stated for the opinion of the High Court, serves to direct attention to a matter about which we shall no doubt hear a good deal more later on. The immediate point in issue arises out of the provisions of s. 11 (1) of the Rating and Valuation Act, 1925, which provides that the rating authority may pass a resolution to the effect that in the case of all hereditaments belonging to a class to be defined in the resolution (other than agricultural land) the owners are to be rated instead of the occupiers. No such class is to include hereditaments the rent of which is collected at quarterly or longer intervals or the rateable value of which exceeds £13.

When a rating authority has passed any such resolution certain allowances are required to be made to the owner thus rated instead of his tenants (see details in our issue of last week). In the *Hull Case* the facts (as reported by the *Yorkshire Post*) appear to have been that the city council passed a resolution fixing a compounding allowance of 15 per cent. to be paid to owners of hereditaments of a rateable value not exceeding £10, and making the owners liable instead of the occupiers. Notices sent out to the owners intimated that this 15 per cent. allowance would be given provided the amount due from them should be paid (*a*) as to the first instalment of the general rate levied, not later than 31st July, and

(*b*) as to the second, not later than 31st January. It seems to have been brought to the notice of the corporation that the owners, or some of them, were not passing on the whole of this 15 per cent. allowance to the occupiers in certain cases. In consequence the city council passed a further resolution as follows :—

"That the city treasurer be instructed to issue immediately a demand for the payment of the compounded rate in all cases where it is brought to his notice by the production of a notice of increase of rent on account of the increase of rates under the Rent and Mortgage Interest Restriction Acts, or otherwise that the landlord or his agent has not allowed the full composition allowance."

Subsequently instructions were given for proceedings to be taken against all such owners as are referred to in the above resolution who failed to pay the compounded rate in full within seven days from the date of service of this peremptory demand. In the case before the Hull stipendiary one such owner was summoned—presumably by way of making a test case—and the defence urged was (*a*) that the corporation could not legally demand payment of the rate before the specified date up to which the owner was entitled to receive the agreed allowance; and (*b*) that in instituting proceedings the corporation had not properly exercised their discretionary power under the Statute, but had taken extraneous matters into consideration. The stipendiary held, however, that the rate was properly made, that it was demanded of the proper person, and that it had not been paid within the seven days authorised by Statute. He therefore decided that the distress warrant for the full amount without any deduction must issue.

Until the High Court has reviewed the *Hull Case* it would, of course, be improper to comment upon it; but it seems indirectly to involve the decision in *Nicholson* v. *Jackson*, at all events so far as concerns the question of rates in cases under the Rent Restrictions Acts. The Act of 1920 allows the landlord of a dwelling-house to which those Acts apply to demand an increase above the standard rent which (*inter alia*) includes any increase of rates payable by him (the landlord). For the purpose of calculating this increase the landlord (in a "compounded" case) is not permitted to increase the rent by the full amount of the rate demanded of him, but only by the amount he has actually paid to the authorities after he has been allowed the agreed commission. *Nicholson* v. *Jackson* was, of course, decided strictly within the rent restrictions atmosphere, and it settled that where the landlord by an agreement with the overseers made in accordance with s. 3 of the Poor Rate Assessment and Collection Act, 1869, *in respect of a house to which the Rent Restrictions Act of* 1915 *applies*, agrees to pay the poor rate whether the premises are occupied or not, and the overseers agree to allow him a commission of 25 per cent. on the rates, the landlord is entitled to increase the rent of the house on account of the increase in the rates by 75 per cent. only of such increase. The effect of the *Hull Case* may very well be to re-open the whole question of the ultimate appropriation of rate allowances.

Whilst on this topic it may not be inappropriate to recall the fact that under s. 11 of the Rating and Valuation Act, 1925, where the owner is rated under sub-s. (1) or has made an agreement under sub-s. (2) to pay the rates, and fails to do so, the occupier may pay them and deduct the amount from his rent; should distress have been levied upon his goods he may also deduct the expenses of the distraint. What is more—and this fact is liable to be overlooked—by ss. 1 and 2 of the Poor Rate Act, 1869, apart from any liability or agreement by the owner, the occupier of any rateable hereditament let to him for a term not exceeding three months who is himself rated as such occupier, may deduct the amount of rates paid by him when paying his rent. This applies to a house let on a weekly tenancy (see *Hammond* v. *Farrow* [1904] 2 K.B. 332).

Our County Court Letter.

PARENTS' LIABILITY FOR CHILDREN'S TORTS.

In the recent case of *Ross* v. *Hay* at Derby County Court the plaintiff was aged eight, and through her father as next friend she claimed damages for negligence in the following circumstances: The plaintiff had been standing at the gate of her father's back garden when the defendant's son, aged twelve, was in the garden next door and had fired his toy gun. The pellets had entered the plaintiff's right eye and had practically destroyed the sight. The evidence of the plaintiff's mother was that she had seen the defendant, his wife and his daughter all use the gun as well as the boy, and it was contended that there was negligence by the defendant in allowing the boy to have such a toy. The defendant's case was that he had warned his son to be careful how he used the gun, and that if he had thought it was dangerous he would certainly have forbidden the boy to use it. His Honour Judge Procter held that as the boy's father and mother and other members of the family were accustomed to shoot not only at a target, but at birds in the trees, it was established that the defendant was aware of the danger to the neighbours. Judgment was therefore given for the plaintiff for £100, agreed damages, and £4 10s. out-of-pocket expenses to the plaintiff's father.

This decision followed *Bebee* v. *Sales* (1916), 32 T.L.R. 413, in which the plaintiff was a boy who was shot in the eye with an air-gun by the young son of the defendant. The latter had given the gun as a present, and although he had promised to smash it on receiving a complaint as to a broken window, he nevertheless allowed his son to continue to use it. The county court judge awarded £50 as damages, but the defendant appealed on the ground that the mere permitting the boy to go on using the gun was not negligence, as there was no reason to suppose that because the boy had once broken a window he would be likely to shoot another boy in the eye—the two accidents being quite different in their nature. Mr. Justice Lush observed that the defendant had previously been warned that the air-gun in the hands of his boy was dangerous to others, and he had knowledge that his boy had abused it so as to cause danger. It did not follow that if there had been no previous warning the father would not be guilty of negligence, but the county court judge was justified in holding that the defendant had not exercised such reasonable care as a prudent person ought to exercise. It would make no difference whether the boy had broken the window by accident or on purpose, as in either case the defendant should have taken steps to prevent a recurrence. Mr. Justice Dowlatt concurred on the ground that the boy only kept the gun under the control and by the permission of the defendant, whose appeal was therefore dismissed.

The doctrine of contributory negligence applies to infant plaintiffs, a leading case being *Mangan* v. *Atterton* (1866), L.R. 1 Ex. 239. The plaintiff was a boy aged four, who was returning from school with his brother, aged seven, and on the way they passed the defendant's premises, where there was exhibited for sale an oil-cake crushing machine, having cogs on one side and on the other side a handle, which was not secured by any wire. A third boy began turning the handle, and on the direction of his elder brother the plaintiff put his fingers in the machine, with the result that they were crushed and had to be amputated. The jury found that the machine was dangerous and the county court judge gave judgment for £10, but the Divisional Court reversed the decision on the ground that, *inter alia*, the accident was directly caused by the act of the boy himself. Similarly in *Addie and Sons (Collieries) Limited* v. *Dumbreck* [1929] A.C. 358, a boy aged four had been crushed in the terminal wheel of a haulage system, situated 100 yards from the road. The wheel was dangerous and attractive to children, but efforts to keep them out had failed, and the officials knew that they frequented the field. The father obtained judgment for £100, but the House of Lords

held that the child was a mere trespasser, to whom the appellants owed no duty to protect him from injury and they were therefore not liable in damages.

Practice Notes.

LIABILITY FOR RUNAWAY HORSES.

In the recent case of *Scotney* v. *Taylor*, at Kettering County Court, the plaintiff claimed damages for negligence, whereby his motor car was run into and damaged by the defendant's horse, which had run away with its cart. The defendant's case was that he had borrowed the horse and cart to move some pigs, and he had not been warned that the horse was likely to bolt, but although it was only left unattended for a few seconds it might have been frightened by the squealing of the pigs. His Honour Judge Haydon, K.C., observed that the defendant had no reason to suspect there was any tendency on the part of the horse to run away, and as he had exonerated himself from any suggestion of negligence he was entitled to judgment, with costs. This decision followed *Holmes* v. *Mather* (1875), L.R. 10 Ex. 261, where the barking of a dog caused the defendant's horses to bolt, and the plaintiff was knocked down and injured while standing on the pavement. The Divisional Court upheld the judgment for the defendant, Baron Bramwell pointing out that if that action were maintainable the plaintiff might equally sue in respect of a splash of mud thrown upon her dress or into her eye. On the other hand, the plaintiff (aged seven) succeeded in *Lynch* v. *Nurdin* (1841), 1 Q.B. 29, where the defendant left his horse and cart unattended, and the plaintiff climbed on to the back of the cart, but fell off when another boy started the horse. This judgment was approved in *Cooke* v. *Midland Great Western Railway* [1909] A.C. 229, but each decision is distinguishable from cases concerning the question of liability for injuries to adults. See further a County Court Letter entitled "Horse Owners' Rights and Liabilities" in our issue of the 1st September, 1928.

Legal Parables.

XXXIX.

The Solicitor who Postponed Cross-Examination.

Mr. Jent had quite a reputation as an astute advocate and a man of standing in the profession; though no one seemed to know very much about him, most people accepted him at his own valuation. He was generally supposed to be a public school and university man, the evidence in support of this being that when Oxford *v.* Cambridge or Eton *v.* Harrow was on he could be seen travelling to town in a tall hat and an appropriate tie. (In fact, he had done quite well at a provincial secondary school.)

One day Mr. Jent was instructed to defend a case which the Press variously describes as of a Serious Nature or an Unpleasant Character or a Certain Offence. To Mr. Jent and his client the outlook seemed serious, unpleasant and certain. The prosecutrix was of blameless reputation, the defendant had had too much to drink, and there was a little independent evidence.

To his joy, however, Mr. Jent observed upon the bench only two magistrates, Mr. Portly-Dud and Mr. Sypher. He knew that Mr. Willett-Wright, the clerk, was quite negligible.

When the prosecutrix had told her only-too-plain story, Mr. Jent rose and said impressively that he proposed to postpone cross-examination, being anxious to spare the lady's feelings if it were possible. "Your worships will quite appreciate my object," he said. "It may be unnecessary to ask her anything at all. I will simply await the rest of the evidence."

Well, the rest of the evidence was given very clearly. Still Mr. Jent maintained his attitude of masterly inactivity with an inscrutable air. When the police officer announced that that was the case for the prosecutrix, Mr. Jent rose once more, looking puzzled and expectant. "Surely," he said, "this isn't all? I mean if it *is* all"—and he paused as if taken by surprise.

Mr. Portly-Dud looked even more puzzled, and Mr. Sypher looked simply solemn. The clerk whispered, Mr. Portly-Dud pulled himself together, and asked Mr. Jent if he wished to make any submission.

Mr. Jent's air of perplexity became still more pronounced. "Well, of course," he said, in that hesitating manner which he had often found effective, "I expected something much stronger. If I am relieved I am also a little taken aback. I can only submit that no jury would ever convict, and venture to express my profound thankfulness that I postponed cross-examination which I realise now need not take place. I presume your worships do not desire to hear me further."

The worthy chairman, looking portentously wise, murmured, "No, no! Quite so! Much obliged, Mr. Jent. I am sure the prosecutrix . . . Yes, discharged, by all means! Certainly . . ." And drifted off the bench.

In the retiring room, Mr. Portly-Dud, just a little uneasy, addressed Mr. Willett-Wright: "All right, wasn't it?" The learned clerk, with thoughts far away at Newmarket and the state of the going for the 2.30, said: "A little on the soft side, I'm afraid." Mr. Sypher remarked "Very sound! Quite agree!"

Correspondence.

The Irish Free State and Appeals to His Majesty's Privy Council.

Sir,—May we direct your attention to the position of litigants who are desirous of appealing to H. M. Privy Council from decisions of the Supreme Court of the Irish Free State.

We are concerned for the Performing Right Society Limited, the appellants in an appeal by special leave from the Supreme Court of the Irish Free State to His Majesty's Privy Council, and briefly stated the question at issue is whether or not the Imperial Copyright Act of 1911 was in full force and effect in the Irish Free State from the date when the treaty between Great Britain and Ireland came into force in March, 1922, until the passing by the Irish Free State Parliament of the Industrial and Commercial Property (Protection) Act of 1927, which, *inter alia*, conferred copyright in the Irish Free State.

Pending the hearing of our clients' appeal, which has yet to be heard—the Irish Free State has introduced a bill, entitled the Copyright (Preservation) Bill, 1929, which appears to be designed to declare the law of copyright, as being, and having been, that which our clients are contending it was in their appeal. But s. 4 of the bill, if passed in its present form, will place our clients in the position that though they may succeed on their appeal, they will be debarred from enforcing any remedy or relief whether by way of damages, injunction, costs, expenses or otherwise, whereas should our clients fail in their appeal the respondents will be entitled to recover their costs.

The committee stage of the bill was taken last week, and no doubt you have read the report of same which appeared on p. 8 of *The Times* newspaper of the 12th inst., wherein it is reported that Mr. McGilligan—the Free State Minister for External Affairs—stated, *inter alia*, that it was the intention of the Free State Government to get rid of the Royal Prerogative in respect of Privy Council Appeals . . . and in the meantime anybody who chose to appeal to the Privy Council would do so at his own risk.

We venture to suggest that if this correctly records the attitude of the Irish Free State towards H. M. Privy Council it raises an important constitutional question, in view of the proviso to Article 66 of the Constitution—which preserves the right of any person to petition His Majesty for special leave to appeal from the Supreme Court of the Irish Free State to His Majesty in Council.

London, W.C.1, 16th July. SYRETT & SONS.

Legislation affecting Working People.

Sir,—I have read with interest the letter from Mr. Arthur W. Coleman which appears under the above heading in last week's issue of THE SOLICITORS' JOURNAL, and as he invites the opinion of other readers on his suggestion, I venture to express the opinion that such articles as he suggests on legislation specially affecting the working classes would be of very great assistance to poor man's lawyers who are called upon to advise on those branches of the law which do not come within the scope of their ordinary practice.

There must be others like myself who when sitting as a poor man's lawyer find it a little difficult to answer off-hand questions as to the rights and benefits conferred by the Workmen's Compensation Acts, the Old Age Pension Acts, and the National Health and Unemployment Insurance Acts, which would present no difficulty to solicitors whose ordinary practice made them familiar with the practical application of social legislation of that character. I therefore endorse Mr. Coleman's request to which I hope you may find it possible to accede.

St. Swithin's-lane, E.C.4. 15th July. A. L. SAMUELL.

Sir,—I read with appreciation the topic of Mr. A. W. Coleman, and I wish to state that in my opinion the suggestion is a very sound one and fully deserving of attention.

I myself am a young solicitor who has recently commenced practising on my own account, and I have already experienced the difficulty which is met with by being consulted on such points as Mr. Coleman refers to. In my opinion it must be the same with many more young practitioners since, as Mr. Coleman states, the subjects he refers to have never, in many cases, been dealt with by the young lawyer before he commenced practising on his own.

I confirm the view of Mr. Coleman that it is undoubtedly a matter of great importance to the tyro to have some knowledge, however small, of points of every-day occurrence.

Newcastle-upon-Tyne. 15th July. S. MICKLER.

Obituary.

MR. E. B. RENOUF.

The death occurred on the 14th inst. at Jersey, of Mr. Edward B. Renouf, solicitor, who was one of the prominent figures in the dispute over the Minquiers Reef, which arose when a Paris banker granted a French State Lease to an estate on the island, only to discover that was a British possession.

MR. G. M. AITKEN.

The death of Mr. George Mair Aitken, solicitor, of the firm of Messrs. Wight & Aitken, Aberdeen, is announced at Newquay (Cornwall) at the age of seventy-one. Mr. Aitken recently went South on holiday apparently in good health and the news of his death came as a shock to his relatives and friends. He had an extensive practice and was a prominent figure at the local Bar.

MR. G. A. FLOWERS.

The death occurred at Hove recently of Mr. G. A. Flowers, one of the best known solicitors in Sussex. For half a century he was Clerk to the Justices for the Petty Sessional Division of Steyning. His youngest son Mr. John Flowers, Barrister-at-Law, is the Recorder of Guildford.

Reviews.

The Constitution of the United States By GASPAR G. BACON, LL.B. pp. 186. 1928. Cambridge, Mass.: Harvard University Press. 9s. net.

Senator Bacon's book can be recommended for two reasons, first it is a thoughtful and accurate treatise on the American Constitution, and secondly it is written for the layman as much as for the lawyer. It is also well indexed and printed in clear and legible type.

Constitutional government under modern conditions is, or was, of three kinds. The first kind consists of a constitution delegated by the sovereign; the second, in which all power is deemed to issue from the people, consists of a set of regulations delegating certain powers to the executive by the people, and the third type is an amalgamation of the other two. The American constitution is the standard example of the second type of constitution.

"All free governments," said James Lowell, "are in reality governments by public opinion," but public opinion, unless enlightened by knowledge is in reality the greatest danger which all free governments have to face, for an ignorant public is the plaything both of the demagogue and the tyrant. If, then, the opinion of the public is to be a safeguard to freedom the public must know what is meant by the constitution: laws may change with succeeding governments, but the constitution being the foundation of ordered government cannot, with safety, be changed save by slow degrees and in response to an irresistible demand of the people for whose protection it exists. The power of distinguishing the fundamental and organic principles of the constitution from the superficial structure of law, which has been built on it, and which may be altered from time to time by the Legislature, is therefore one which should be acquired by all thinking persons, and for this purpose they cannot do better than study Senator Bacon's excellent little work.

Books Received.

Statutory Rules and Orders issued in 1928. And also Appendix of Prerogative Orders; Classified List of Local Orders; Tables showing Effect of Legislation; and Index. pp. vii and (with Index) 1494. 1929. H.M. Stationery Office. 25s. net.

Tax Cases. Vol. XIII. Part X (concluding Vol. XIII and including Index). 1929. H.M. Stationery Office. 1s. net.

North Carolina Law Review. Vol. VII. No. 4. June 1929. The University of Law Carolina Press. 80 cents.

English Constitutional History from the Teutonic Conquest to the Present Time. T. P. TASWELL-LANGMEAD, B.C.L. (Oxon). Ninth Edition. By A. L. POOLE, M.A., F.S.A. Large Crown 8vo. pp. xxvi and 784. 1929. London: Sweet & Maxwell Ltd. 21s. net.

An Outline of Local Government and Local Taxation in England and Wales (excluding London). By the late Sir ROBERT S. WRIGHT and The Rt. Hon. HENRY HOBHOUSE. Seventh Edition by CECIL OAKES, LL.M., Clerk of the Peace and of the County Council of East Suffolk. Medium 8vo. pp. viii and 312. London: Sweet & Maxwell Ltd. 12s. 6d. net.

The Law Quarterly Review. Vol. XLV. No. 179. July, 1929. London: Stevens & Sons, Ltd. 6s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Landlord and Tenant Act, 1927—CAN ALTERNATIVE CLAIMS FOR A "NEW LEASE" AND COMPENSATION BE MADE—SERVICE ON TRUSTEE OF BANKRUPT LANDLORD.

Q. 1680. A is the tenant of a lock-up shop in the main street of a provincial town. He holds the property on a fourteen years' lease expiring on the 21st July, 1930. During the currency of the lease he has built up the business of a tailor. B is the landlord, but lately executed a deed of arrangement under which C is the trustee. A has instructed us to prepare and serve a notice of claim under the Landlord and Tenant Act, 1927. A's main object is to secure a renewal of the lease, but we doubt whether he can show to the satisfaction of the tribunal under s. 5 that monetary compensation would not compensate him for the loss suffered. We therefore desire to secure a notice claiming (1) a new lease; (2) alternatively compensation, but we doubt whether this can be done under the provisions of the Act. Section 5 speaks of the tenant claiming a new lease "in lieu" of claiming compensation for goodwill. We do not want to be in the position that the claim for a new lease is dismissed on the ground that the tribunal is not satisfied that monetary compensation would not compensate A, and then be unable to recover the ordinary compensation for goodwill. On a fair instruction of s. 5 the tribunal only appear to be able to award monetary compensation on an unsuccessful application for a new lease where the application fails on one of the grounds mentioned in s. 5 (3) (*b*). We should be obliged if you would advise—

(1) Whether a notice claiming (*a*) a new lease, alternatively (*b*) compensation would be a good notice.

(2) If not, whether the desired result could be obtained in any other way.

(3) Whether the service of the notice on the trustee under the deed of arrangement would be good notice.

A. As to question (1), a notice claiming a new lease or compensation for loss of goodwill in the alternative, was held to be a good notice or claim by Judge Woodcock, K.C., in the case of *Murray's Pharmacies Ltd.* v. *Briggs* (see *Yorkshire Post*, 17th Nov., 1928). The point has not been decided either way as yet in the High Court.

As to question (2), there is no alternative way of obtaining this result. The best thing to do is to claim in the alternative, and if compelled to do so elect which course to pursue at the latest possible stage.

As to question (3), the notice should be served on the "landlord" as defined by s. 25 in the Act. In this case, however, it would be wise to serve the notice on both parties, the lessor and his trustee, and get them to return a duplicate signed by them as having been received.

Practice—Prosecution for Dangerous Driving—DISCLOSURE OF NAMES AND STATEMENTS OF WITNESSES.

Q. 1681. We are acting for a defendant who is being prosecuted in a police court for dangerous driving as a result of a motor accident. The defendant informs us that the police took statements from him and other witnesses of and parties to the accident. In order to properly prepare the defence, we think we are entitled to the names and addresses of the witnesses and also copies of the statements the police have taken, as we believe some of them may be favourable to the defendant. It is also thought that the proceedings have been instituted at the instance of one of the other parties to the accident, as a preliminary to the commencement of civil action for damages. We have applied to the superintendent of the police for copies of the statements for which we offered to pay, and the names and addresses of the witnesses. The superintendent of the police has replied: "I have to inform you that in cases where proceedings are pending no copies of reports or statements are supplied." Can you help us with any authorities on the subject and offer us any suggestions, as we desire to protest strongly against the method of police conduct of prosecutions in courts of summary jurisdiction. We see that McCardie, J., commented upon the matter in question in a case at the Central Criminal Court on the 30th May, of which there is a short reference in *The Times* of the 3rd June, but the name of the case is not given. Can you furnish this? We shall be greatly obliged for any suggestions or help you can give us in this matter.

A. There is no power to compel the prosecutor in a case of this kind to supply copies of statements made by witnesses, or even the names of the witnesses. We suggest that one way of meeting the difficulty is to ask for an adjournment after the witnesses for the prosecution have given their evidence, requesting, if necessary, the permission of the Bench to defer cross-examination. Such applications are constantly acceded to where the defence is unaware, until evidence has been given, of the nature of the case it is called upon to answer. Police witnesses might be asked, in court, if the Bench permit it, to supply the names and addresses of the witnesses known to the police besides those called by them. Doubtless the Bench will be willing to render all reasonable assistance to the defence, and an intimation from them to the police would probably be effective; the observations of McCardie, J., would naturally lend additional weight to the application of the defence. We regret we have not the name of the case referred to, but suggest that our correspondent might ascertain it by communicating with the clerk of the Central Criminal Court.

Legitimacy—WHETHER SEPARATION AGREEMENT REVERSES PRESUMPTION.

Q. 1682. I have been consulted by a client who has been summoned by his wife for the maintenance of a child of which he denies being the father. My client is separated from his wife under a separation agreement executed two years ago, and has not since cohabited with her. If the separation agreement is set up at the hearing, will the rule of evidence that neither spouse can give evidence to bastardise a child be excluded and the husband be allowed to aver that the child is not his?

A. It was said *obiter* in *Mart* v. *Mart* [1925] 42 T.L.R. 253, that the effect of the separation agreement was to reverse the presumption of legitimacy. If so, the evidence of the husband is admissible on the issue whether the child is legitimate or not. But the *dictum* is of doubtful validity, and if the bench decide not to follow it the husband must prove non-access by evidence other than his own. The true basis of the reversal where there is a judicial order is the presumption that it will be obeyed, see *In re the Parishes of St. George and St. Margaret* (1706), 1 Salk. 123, a consideration which does not apply to a voluntary agreement. The matter is fully discussed in Lushington's "Affiliation and Bastardy" (5th ed. by Lieck), pp. 144 *et seq.*

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Notes of Cases.

Court of Appeal.

Stanyforth *v.* Inland Revenue Commissioners.

Lord Hanworth, M.R., Lawrence and Slesser, L.JJ.

28th June.

REVENUE—STAMP DUTY—VOLUNTARY DISPOSITION—"VALUE OF PROPERTY CONVEYED OR TRANSFERRED"—POWER TO REVOKE CONVEYANCE OR TRANSFER—FINANCE (1909–1910) ACT, 1910 (7 & 8 Edw. 7, c. 8), s. 74.

Appeal from a decision of Rowlatt, J.

In 1911, Lord Portman and his heir, exercising a power contained in family deeds of settlement, executed a deed by which they partially revoked the trusts affecting their family estates and made certain appointments the effect of which was to diminish the interests of Lord Portman's son Claude and increase those of another son, Gerald. The Crown claimed stamp duty of nearly £20,000, being 1 per cent. *ad valorem* on the value of the interest "conveyed or transferred" to Gerald, as laid down by s. 74 of the Finance Act, 1910. The Portman trustees contended that by the terms of the earlier Portman deeds there was a power in the persons executing the deed of 1911 to revoke the interests conveyed, there was therefore not an effective conveyance and the stamp duty was 10s. nominal. Alternatively they alleged that the power of revocation very materially reduced the value of the interests conveyed, and should be allowed for. Rowlatt, J., upheld the claim of the Crown and the trustees appealed. The court dismissed the appeal.

Lord HANWORTH, M.R., said that in *Earl of Westmoreland* v. *Inland Revenue Commissioners*, 71 SOL. J. 946; [1928] 1 K.B. 703, the value taken was that of the property conveyed, making allowance for incumbrances and previous life estates, a power of revocation in the conveyance itself not being allowed as a deduction. The principle of that case applied to the present case, where the power of revocation was contained, not in the conveyance itself, but by earlier deeds. By the *Westmoreland Case* and by *Baker* v. *Inland Revenue Commissioners* [1924] A.C. 270, the value to be taken for stamp duty purposes was the property vested by the conveyance, less a proper allowance for incumbrances and prior estates.

LAWRENCE and SLESSER, L.JJ., gave judgment to the like effect.

COUNSEL: *Latter*, K.C., and *McMullan*, for the appellants; *Sir T. Inskip*, K.C., and *J. H. Stamp*, for the Crown.

SOLICITORS: *Wilde, Wigston & Sapte; Solicitor of Inland Revenue.*

[Reported by G. T. WHITFIELL-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Lewis *v.* Dobson Steam Fishing Co., Ltd.

Talbot and Wright, JJ. 15th April.

WORKMEN'S COMPENSATION—PAYMENT STOPPED—PARTIAL DISABLEMENT—APPLICATION FOR LEAVE TO ISSUE EXECUTION IN RESPECT OF ARREARS—ADJOURNMENT PENDING ARBITRATION THE CORRECT COURSE.

Appeal from a decision of Judge Chapman, Great Grimsby County Court. On the 2nd August, 1923, the applicant, Albert Edward Lewis, fell into the hold of a vessel belonging to the respondents, the Dobson Steam Fishing Co., Ltd., and was seriously injured. He received compensation at the rate of 25s. a week from the date of the accident until the 23rd April, 1924, when the payments were stopped. He thereupon commenced arbitration proceedings, and in the result the respondents were ordered to pay him 35s. a week as compensation, commencing from the 15th October, 1924, until the incapacity should be ended, diminished, increased or redeemed in accordance with the provisions of the Act. On the 10th December, 1924, the respondents served notice on the applicant under s. 14 of the Workmen's Compensation Act, 1923, to the effect that they intended to end the weekly payments ten clear days after the notice on the ground that their medical practitioner had certified him as no longer totally disabled, but partially recovered and fit for light work. The applicant did not send to the respondents any report of a qualified medical practitioner disagreeing with the above opinion, and on the 20th December, 1924, the payments ceased. The applicant subsequently sought light work from the respondents and elsewhere, but was unsuccessful. From that time until June, 1928, a period of three and a half years, the applicant took no action whatever against the respondents and received no compensation from them. On the 8th October, 1928, he applied for leave to issue execution on the respondents' goods in respect of the arrears of payments. The county court judge held that the respondents' notice of the 10th December, 1924, to end the weekly payments, was not a good notice, and that the parties remained *in statu quo*, the respondents being liable for the payments of 35s. a week. He gave the applicant leave to issue execution, but granted a stay of execution (1) pending an appeal to the Divisional Court, or (2) for twenty-eight days so as to enable the respondents to file a request for arbitration with respect to the review of the weekly payments of 35s. The respondents appealed on the grounds, *inter alia*, (1) that the county court judge should have adjourned the hearing of the matter pending arbitration, (2) that he was wrong in law in failing to hold that actual incapacity during and/or throughout the period was a condition precedent to the applicant's right to compensation and to the issuing of execution in respect thereof.

TALBOT, J., allowed the appeal with the object of putting the county court in the position in which it would have been if, instead of deciding the issue of execution, the judge had adjourned the application for execution to enable the party liable to file a request for arbitration. He held that the principle in *Ocean Coal Co. Ltd.* v. *Davies* [1927] A.C. 271, applied, and that where there was a dispute on the application for execution in regard to the right of the applicant to compensation at all, or to the compensation cla med, the proper course for the judge to take was to adjourn the application for execution under r. 82 (5), and only to make an order for execution in respect of compensation to which the applicant was in fact entitled in view of his incapacity and in respect of a period concurrent with his incapacity.

COUNSEL: *Holman Gregory*, K.C., and *Cope Morgan*, for the Dobson Steam Fishing Co., Ltd.; *Cave*, K.C., and *W. K. Carter*, for the applicant.

SOLICITORS: *Smith & Hudson*, agents for *Bates, Mountains and West*, Great Grimsby; *Wainwright, Woolfe & Brown*, Grimsby.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Gabriel, Wade, and English, Ltd. *v.* Arcos, Ltd.

Acton, J. 1st July.

CONTRACT—SALE OF WOOD GOODS—EXCESS DELIVERY—ACCEPTANCE BY BUYER—NO CLAIM FOR DAMAGES—SALE OF GOODS ACT, 1893 (56 & 57 Vict., c. 71), s. 30 (2), s. 35, s. 53 (1).

Special case stated by an umpire in an arbitration.

By a contract dated the 2nd March, 1928, Arcos, Ltd., sold about 1,000 standards of wood goods, about 85 per cent. to be red-wood and about 15 per cent. white-wood, to Gabriel, Wade, and English, Ltd. On receipt of the bills of lading the buyers complained of the excess of white-wood over the 15 per cent., and in respect of that excess they claimed £372. The sellers offered to take back the excess quantity or to submit the matter to arbitration. Arbitration was agreed upon. The special case stated, *inter alia*, that it was impracticable and not commercially possible for the buyers to sort out the excess

quantity of whitewood. The umpire found, as a fact, that there had been a wrong delivery and awarded the buyers £310.

ACTON, J., said that an excess of goods beyond the contract quantity was delivered. The buyers might have rejected the whole and claimed damages, but if they kept the whole they were liable to pay for the whole at contract rate; that the buyers in fact did. The delivery of the excess quantity was, in effect, an offer of a new contract and one which was accepted by the buyers, and the only right which they had in those circumstances was to reject the goods when tendered. If they accepted the goods they could not afterwards claim damages.

COUNSEL: *Dickinson*, for the sellers; *Willink* for the buyers.

SOLICITORS: *William A. Crump & Son; Pritchard and Sons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Arthur James & Co. *v.* **John Weston & Co., Ltd.**

Acton, J. 10th July.

CONTRACT—WRITTEN AGREEMENT FOR SALE OF CORN—SALE EXPRESSLY AS "AGENT"—CLAIM FOR NON-DELIVERY—PRINCIPAL OR AGENT.

Special case stated by the Appeal Committee of the Bristol Channel and West of England Corn Trade Association.

By a written contract, dated 4th September, 1928, the plaintiffs bought from the defendants 1,000 quarters of No 2 mixed corn at 33s. 9d. for 480 lbs., c.i.f. The contract was signed by the sellers as "agents," and expressly stated that it was made "for account of The Southern Export Co., Frederick, Oklahoma." On 3rd September, 1928, before the date of the above contract, the Southern Export Co. had cabled to the defendants offering 10,000 quarters at 33s. 9d., and on obtaining the order from the plaintiffs the defendants offered to take 2,000 quarters from the Southern Export Co. at 33s. 4½d. That offer was accepted, but in the events which happened, the Southern Export Co. were unable to send any corn, and the defendants were unable accordingly to deliver the 1,000 quarters under the present contract. The plaintiffs, the buyers, claimed damages from the sellers for non-delivery. The sellers refused to pay on the ground that they had only entered into the contract as agents for the Southern Export Co. The matter was referred to arbitration, and the Appeal Committee made an award in favour of the buyers.

ACTON, J., said that the sole question was whether upon the agreement in writing the sellers were or could be deemed to be agents. After reviewing the facts, the agreement and the authorities, he was of opinion that in the circumstances it was impossible to consider the sellers as principals; they were agents in the matter.

COUNSEL: *Pritt*, K.C., and *Trapnell*, for the appellants, the sellers; *Croom-Johnson*, K.C., and *Cyril Williams*, for the respondents.

SOLICITORS: *Holman, Fenwick & Willan*, for *Edward Gerrish & Co.*, Bristol; *Calder Woods & Sandiford*, for *Wansbroughs, Robinson, Tayler & Taylor*, Bristol.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Chancery of Lancashire.

Coplovitch *v.* **Williams.**

Vice-Chancellor Courthope Wilson, K.C.

12th and 18th June, 1929.

LANDLORD AND TENANT—RESTRICTIVE COVENANT—BREACH—ASSIGNMENT OF REVERSION—EFFECT OF WAIVER—MEASURE OF DAMAGES FOR BREACH.

The defendant carried on the business of a milliner and ladies' outfitter at 101 Hyde-road, Gorton. His tenancy agreement, which was dated the 21st May, 1923, and made between George Henshaw and George Vaughan Kershaw, as agents for John Frederick Riley, of the one part, and the defendant of the other part, contained the following covenant: "The tenant further agrees not to use the premises or any portion thereof for any other purpose than that of a milliner to sell ladies' hats, blouses and boots." The defendant, in fact, sold many other classes of articles in addition to those mentioned in the covenant. Subsequently the plaintiff, who was the tenant of the shop next door, purchased the freehold of his own and the defendant's shop (subject to the tenancy) from Riley's executors, and on the 12th December, 1928, gave the defendant notice to quit and did not, after the date of that notice, receive any rent from him. By his writ the plaintiff claimed an injunction and damages for breach of covenant. It was argued by counsel for the defendant that if the covenant had been broken (which was not admitted) the breach had been waived and that by reason of such waiver and of long continued acquiescence in the breach on the covenantee's part the covenant could no longer be enforced either at law or in equity.

The VICE-CHANCELLOR said that the covenant had clearly been broken. The evidence showed, however, that from the commencement of the tenancy, that Messrs. Kershaw, as Riley's agents, knew that the covenant was being broken, and it further appeared that Riley himself also became aware of what was being sold and made no objection. The plaintiff stood in Riley's shoes, as his assignee, and could have no higher rights than he had. In *Griffiths* v. *Tomkins*, 42 L.T. 358, which had been referred to, there were *obiter dicta*, which suggested that a waiver of a breach of such a covenant might amount to a licence to continue to break the covenant in future, but he thought that *Sayers* v. *Collyer*, 28 Ch. D. 103, was most in point. That case showed that the equitable remedy of an injunction would not be granted where the person entitled to enforce a covenant had stood by for a long time, and (as in this case) had positively encouraged the breach. The only damages to which the plaintiff could be entitled at law would be damages to the reversion and there was no evidence of the plaintiff having suffered any such damage. Action dismissed with costs.

COUNSEL: *C. E. R. Abbott* and *P. Ingress Bell*, for the plaintiffs; *John Bennett* and *T. C. Owtram*, for the defendants.

SOLICITORS: *Messrs. Marriott & Co.*, Manchester, for the plaintiffs; *Mr. William Booth*, Manchester, for the defendants.

[Reported by R. A. FORRESTER, Esq., Barrister-at-Law.]

Societies.

Central Discharged Prisoners' Aid Society.

Sir Ellis Hume-Williams, the Treasurer of the Middle Temple, presided at a meeting of the Central Discharged Prisoners' Aid Society, held in the Middle Temple Hall, on Wednesday the 19th ult.

They were there, said the chairman, in support of one of the most excellent societies of which he had any experience, and to consider its progress and the report of the year under consideration. The report contained one gratifying item, that was that a short time ago the then Home Secretary broadcast an appeal for funds which resulted in one lady sending a donation of £1,000. It was never sent to a more deserving object and never more usefully spent.

He himself thought that the problem of social treatment of discharged prisoners was one of the most difficult. It was easy to punish crime, but it had always been a problem very difficult of solution how to deal with those who had paid the penalty for what they had done and might be desirous of starting a new life. He had observed coming back to the court, year after year, young men charged very often with the same offence. Why is he back? The answer is always the same; he came out and could not get employment, and he drifted of necessity to the city where he was born and he turned to his old associates.

What were they to do to save that young man from the life from which he seemed unable to escape? Those born with a tendency to crime were in the minority, the greater proportion could be got at if taken at the proper time and in the proper

way. The Borstal system had done a great deal of good, and had prevented young boys from becoming habitual criminals. There remained, however, a vast mass of humanity consisting of men still young to crime, doing perhaps a second sentence; all they wanted was opportunity, and the difficulty was to give it them. It was by getting hold of those men as they left the prison doors and providing them with immediate necessities and finding them honest employment that the Society was doing its wonderful work. All credit to those who gave chances to those men who wished to reform. For those sympathetically inclined, for those with a real outlook upon the proper solution of our national problems and our great difficulties in the slums, they could do no better than subscribe to the funds of the Society.

Mr. Justice McCardie said that he gladly said a few words in support of the Society and the fifty-four district societies throughout the country. He felt that it was desirable that a judge should from time to time take part in those matters because he liked to feel and to say that beneath the robes of the judge there always dwelt the instincts of sympathy with the man. Anyone with that instinct of sympathy could not fail to realise the problem which existed when one knew that some 40,000 men and women were discharged from prison each year. He felt deeply that the national conscience demanded that some great agency should exist for the restoration to civil life of those who had been convicted and had served their sentence.

About 10 per cent. of the committals to prison in this country were committals to prison of young men under twenty-one years of age. That was a grave and important fact. He felt that there might be two great tragedies in a man's life: (1) When the prison gates clashed behind him when he went in to serve his sentence, and (2) when the prison gates clashed behind him and he went out from serving his sentence. There he stood at the gates, without friends, without money, and without character. What was to be done in a case like that? because it was at that point that the deeper punishment began. The law was never so merciless as society itself. Social ostracism was a terrible weapon, and, if that ostracism were unmitigated, might turn the man into an habitual criminal. He (his lordship) was under no illusion with regard to that matter. Some, he knew, would refuse to reform; but he was satisfied that there were many thousands of men who, when they left prison, were sincerely anxious to start a new and better life. It was to help those that that great Society existed.

What could be done for those men? He knew from much experience that the way was hard, because wherever those men went they found that the sentence of imprisonment was against them. If men were to fight against it they must be helped by those who had worked for such a society as this. Because every convict and every prisoner would cost the country £70 or £80 a year, the Society was saving a great deal, and they were doing more than that, they were turning a social liability into a useful social asset. They were doing a great work of social salvage. The Society was the Red Cross Society of civil life, a great and noble missionary enterprise here in our very country itself. Its work rested on three principles: (1) Christian sympathy; (2) human kindness; and (3) social prudence. He wished to say how much the judges appreciated their labours, for they recognised the splendid self-sacrifice and the dignity of social service.

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall on the 4th inst., Mr. John Venning in the chair; the other directors present were Mr. J. D. Arthur, Mr. D. T. Garrett, Mr. H. Ross-Giles, Mr. G. D. Hugh-Jones, Mr. P. E. Marshall, Mr. C. D. Medley, Mr. C. F. Pridham, Mr. J. E. W. Rider, Mr. Wm. Winterbotham, Mr. W. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £185 was voted for the relief of deserving applicants, two new members were elected and other business transacted.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this association was held at The Law Society's Hall, Chancery Lane, on the 10th inst., Mr. W. F. Cunliffe in the chair, the other directors present being Messrs. F. E. F. Barham, E. E. Bird, A. C. Berlase (Brighton), E. R. Cook, C. G. May, H. A. H. Newington, P. J. Skelton (Manchester), M. A. Tweedie and A. B. Urmston (Maidstone). £1,214 was distributed in grants of relief; five new members were elected, and other general business transacted.

In Parliament.

House of Lords.

LAND DRAINAGE BILL [H.L.]

"To make further provision with respect to the construction of certain references to rateable value in enactments relating to the drainage and protection of land." Read a second time. 16th July.

House of Commons.

Questions to Ministers.

ELECTORAL LAW (INQUIRY).

Mr. S. BALDWIN (by private notice) asked the Prime Minister if he has any announcement to make with regard to the setting up of the Committee referred to in the King's Speech to consider certain experiences of the recent Election?

The PRIME MINISTER: Yes, Sir. I cannot announce the exact terms of reference, as they are still the subject of consultations between the leaders of the parties in the House; but I am happy to say that I have approached Lord Ullswater with a view to his presiding over the Committee, which will be formed on the model of the Speaker's Conference, 1916-17, and he has been good enough to put his services at our disposal. 9th July.

HOUSING.

FRONTAGE CHARGES.

Mr. SIMON asked the Minister of Health whether he is aware of the hardship caused to owners of small houses by unexpected and excessive charges, amounting in some cases to over £200 per house, for paving and making up the road fronting the house; and whether he is prepared to take action to prevent this?

Miss LAWRENCE: My right hon. Friend proposes to look into the matter raised by the hon. Member. I may, however, point out that there is an appeal against frontage charges by local authorities and power for local authorities to make a contribution. 9th July.

ROAD CONSTRUCTION (LAND VALUE).

Mr. SCURR asked the Minister of Transport whether in the financing of schemes of new road construction opportunity will be taken of purchasing land on each side not required for road purposes so that the increased land value may accrue to the public?

Mr. HERBERT MORRISON: Whenever favourable opportunities present themselves, I shall consider the advisability of exercising such powers as I possess under the Development and Road Improvement Funds Act, 1909, for the purchase of additional land. 9th July.

RATE REMISSION (FARMERS).

Dr. PETERS asked the Minister of Agriculture whether he is aware that tenant farmers are being deprived of the benefit of the remission of rates upon their farms inaugurated by His Majesty's late Government by reason of landowners terminating existing tenancies and increasing rentals; and whether, in the interests of agriculture generally, he will introduce a Bill at an early date to secure to the tenant farmers the benefit aforesaid?

Mr. NOEL BUXTON: My Department is not in possession of any information which goes to show that in order to deprive tenants of the benefit of rate remission under the Local Government Act, 1929, landowners are terminating existing tenancies and raising the rent of farms. The answer to the second part of the question is in the negative.

SMALL-POX AND VACCINATION.

Mr. WELLOCK asked the Minister of Health the number of deaths that have occurred during the last twelve months from small-pox and from the after effects of vaccination, respectively?

Mr. GREENWOOD: During the twelve months ended the 31st May last, thirty-nine deaths occurred in which small-pox appeared in the coroner's certificate or the medical certificate as the cause or one of the causes of death. In the same period there were twenty-nine deaths which were returned as having been associated with vaccination. 11th July.

FOOTBALL PLAYERS (TRANSFER FEES).

Captain GUNSTON asked the Home Secretary if he will consider the introduction of legislation to prohibit the practice

of the payment of sums of money on the transfer of professional football players from one club to another?

Mr. CLYNES: The answer is in the negative. 11th July.

CRIMINAL CASES ACT.

Mr. MARJORIBANKS asked the Home Secretary whether he will introduce legislation to amend the costs in the Criminal Cases Act, 1908, so as to provide for the payment to all acquitted prisoners of the taxed costs of their defence?

Mr. CLYNES: The answer is in the negative.

11th July.

BUILDING BYE-LAWS.

Mr. HURD asked the Minister of Health how many rural district councils have, and how many have not, made bye-laws under the Public Health Acts giving them power to control the erection of buildings within their areas?

Mr. GREENWOOD: The figures for which the hon. Member asks are 516 and 130 respectively. 11th July.

ROAD AND RAILWAY CONSTRUCTION (LAND VALUE).

Mr. MANDER asked the Chancellor of the Exchequer whether he will consider the advisability of imposing a betterment tax on the increased value of land arising from the construction of roads and railways by the State?

Mr. SNOWDEN: It is well known that a scheme for the taxation of land values forms part of the programme of the Labour party. 11th July.

HOUSING.

SMALL DWELLINGS ACQUISITION.

Mr. MUGGERIDGE asked the Chancellor of the Exchequer, in view of the urgent need of the provision of houses to let, if he will arrange with the Public Works Loan Commissioners for their present restriction on loans to local authorities to be transferred to schemes under the Small Dwellings (Acquisition) Acts, so that schemes under the 1924 and other Housing Acts may be encouraged; and whether, seeing that the loans made by the Public Works Loan Commissioners come, in part, from the Post Office Savings Bank, loans at a lower rate of interest than that now charged can be made to local authorities desiring to build houses at the lowest possible rents?

Mr. SNOWDEN: I fear that any small relief which might accrue to the Local Loans Fund under my hon. friend's proposals in respect of small dwellings acquisition would be totally inadequate to meet the demands on the fund from the larger authorities in respect of housing schemes generally. In reply to the second part of the question, the fund is financed only by the issue of local loans stock. Loans are made at the lowest rate of interest which will guard the fund against loss.

11th July.

WOMEN POLICE.

Sir GEORGE PENNY asked the Secretary of State for the Home Department, what are his intentions as regards the compulsory appointment of women police?

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Clynes): I think the employment of women police by local police authorities may properly be encouraged where there is scope for them, but it is not, in my opinion, a matter for compulsion. 11th July.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 1), 1929.
DATED 15TH MAY, 1929.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. Rule 6 of Order III is hereby revoked and the following Rule shall be substituted therefor:—

"*Special indorsement.*

"6. In actions—

(1) Where the plaintiff seeks to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising

(*a*) upon a contract, express or implied (as, for instance, on a bill of exchange, promissory note or cheque, or other simple contract debt); or

(*b*) on a bond or contract under seal for payment of a liquidated amount of money; or

(*c*) on a statute where the sum sought to be recovered is a fixed sum of money or in the nature of a debt other than a penalty; or

(*d*) on a guaranty, whether under seal or not, where the claim against the principal is in respect of a debt or liquidated demand; or

(*e*) on a trust; or

(2) Where a landlord seeks to recover possession of land, with or without a claim for rent or mesne profits, against a tenant whose term has expired or has been duly determined by notice to quit, or has become liable to forfeiture for non-payment of rent, or against persons claiming under such tenant; or

(3) Where the plaintiff seeks to recover possession of a specific chattel with or without a claim for the hire thereof or for damages for its detention;

the writ of summons may, at the option of the plaintiff, be specially indorsed with a statement of his claim, or of the remedy or relief to which he claims to be entitled. Such special indorsement may be to the effect of such of the Forms in Appendix C, Section IV, as shall be applicable to the case or in a similar form.

2. In Rule 8A of Order XI the figure "6" shall be omitted from the expression "Rules 2, 4, 5, 6, 7 and 8," and the following paragraph shall be inserted after paragraph (*d*) and shall stand as paragraph (*e*):—

"(*e*) When the person on whom an originating summons petition notice of motion or other originating proceeding or a summons order or notice is to be served is neither a British subject nor residing within British Dominions, a copy of the originating summons petition notice of motion or other originating proceeding or summons order or notice instead of the original shall be served, together with an intimation in writing that a process in the form of the copy has been issued or otherwise launched."

3. The following Rule shall be inserted after Rule 8 in Order XII, and shall stand as Rule 8A:—

"*Entry of appearance by post.*

"8A. In the case of a defendant desiring to enter an appearance in person, he may in lieu of delivering to the proper officer the memorandum of appearance and the duplicate thereof, enter the appearance through the post by sending to the proper officer by prepaid registered letter—

(1) a memorandum of appearance and a duplicate thereof both fully filled up;

(2) a postal order for 2s. 6d.;

(3) a notice of appearance and a copy thereof all duly filled up; and

(4) two envelopes each sufficiently stamped, one addressed to the plaintiff's solicitor (or to the plaintiff if he sues in person) at the address for service, and the other addressed to the defendant entering the appearance.

On receipt of these documents the proper officer shall forthwith enter the appearance as of the date when he receives the memorandum and shall seal the duplicate with the official seal showing the date on which it is sealed and shall seal the notice of appearance with the official seal showing the date of the appearance and shall post the notice to the plaintiff or his solicitor and shall post the duplicate to the defendant and shall file the copy of the notice."

4. In paragraph (*a*) of Rule 1 of Order XIV after the words "(with or without rent or mesne profits)" there shall be inserted the words "or for the delivery up of a specific chattel."

5. In Rule 1 of Order XIV, the following paragraph shall be added as paragraph (*c*):—

"(*c*) Where the plaintiff's claim is for the delivery up of a specific chattel (with or without a claim for the hire thereof or for damages for its detention) the Judge may make an order for the delivery up of the chattel without giving the defendant any option of retaining the same upon paying the assessed value thereof, and such order if not obeyed may be enforced by a writ of attachment or a writ of delivery."

6. Rule 3 of Order XIX shall be amended as follows:—

(*a*) At the beginning before the words "A defendant" there shall be inserted the words "Subject to the provisions of Rule 15 of Order XXI";

(*b*) the last sentence commencing with the words "But the Court or a Judge may" shall be omitted.

7. In Rule 15 of Order XXI the words commencing "he may at any time" to the end of the Rule shall be omitted and the following words shall be substituted therefor: "the Court or a Judge may at any time order that such counterclaim be excluded."

8. Rule 7 of Order XLVIII A is hereby revoked and the following Rule shall be substituted therefor:—

"*Appearance in actions against firms.*

"7. Any person served as a partner under Rule 3 of this Order but who denies that he was a partner or liable as such at any material time may enter an appearance stating therein that he does so as 'a person served as a partner in the defendant firm, but who denies that he was a partner at any material time.' Such appearance as long as it stands shall be treated as an appearance for the firm. If an appearance is so entered (A) the plaintiff may apply to set it aside on the ground that the person entering it was a partner or liable as such, or may leave that question to be determined at a later stage of the proceedings; or (B) the person entering the appearance may apply to set aside the service on him on the ground that he was not a partner or liable as such; or he may at the proper time deliver a defence denying either or both (1) his liability as a partner, (2) the liability of the defendant firm in respect of the plaintiff's claim. An order may on the application of either party at any time be made that the questions as to the liability of the person served and the liability of the defendant firm may be tried in such manner and at such time or times as the Court or Judge may think fit."

9. Rule 11 of Order LVII is hereby revoked and the following Rule shall be substituted therefor:—

"*Appeals in interpleader.*

"11.—(1) The decision of the Court or a Judge in a summary way under Rule 8 of this Order and the decision of the Court or Judge on a question of law under Rule 9 thereof shall be final and conclusive against the claimants and all persons claiming under them unless leave to appeal is given by the Court or Judge or by the Court of Appeal.

(2) Where an interpleader issue is tried by a Judge alone, an appeal shall lie from any decision arrived at or any judgment directed by the Judge.

(3) Where an interpleader issue is tried by a Judge with a jury, an application for a new trial or to set aside the verdict finding or judgment may be made.

(4) Where the Court or a Judge tries an interpleader issue and finally disposes of the whole matter under Rule 13 of this Order, an appeal shall lie from the decision or judgment.

(5) Any appeal under this Rule shall be to the Court of Appeal and shall be deemed to be interlocutory.

(6) This rule does not apply to appeals from a Master or District Registrar."

10. The following Rule shall be substituted for Rule 16 of Order LVII, which is hereby revoked:—

"*Claim to goods seized in execution.*

"16.—(1) Where a claim is made to or in respect of any goods or chattels taken in execution under the process of the Court, it shall be in writing with the address of the claimant thereon and such address shall be the address for service of the claimant.

(2) Upon the receipt of the claim the Sheriff or his officer shall forthwith give notice thereof to the execution creditor according to Form 28 in Appendix B, or to the like effect, and the execution creditor shall, within four days after receiving the notice, give notice to the Sheriff or his officer whether he admits or disputes the claim, according to Form 29 in Appendix B, or to the like effect. If the execution creditor admits the title of the claimant and gives notice as directed by this Rule, he shall only be liable to such Sheriff or officer for any fees and expenses incurred prior to the receipt of the notice admitting the claim."

11. The following Rule shall be substituted for Rule 17 of Order LVII, which is hereby revoked:—

"*Sheriff's summons in interpleader and costs.*

"17. (1) Where the execution creditor does not in due time, as directed by the last preceding Rule, admit or dispute the title of the claimant to the goods or chattels, and the claimant does not withdraw his claim thereto by notice in writing to the Sheriff or his officer, the Sheriff may apply for an interpleader summons to be issued, and service of the summons on the claimant may be effected at the address for service either by personal service upon the claimant or by registered post.

(2) Should the claimant withdraw his claim by notice in writing to the Sheriff or his officer, or the execution creditor in like manner serve an admission of the title of the claimant prior to the return day of such summons, and at the same time give notice of such admission to the claimant, the Judge or Master may, in and for the purposes of the interpleader proceedings, make all such orders as to costs, fees, charges and expenses as may be just and reasonable."

12. *Repeal of C.L.P. Act*, 1860, *s.* 17, 23 & 24 *Vict.*, *c.* 126.—Section 17 of the Common Law Procedure Act, 1860 (being one of the enactments set out in the First Schedule to the Supreme Court of Judicature (Consolidation) Act, 1925) is hereby repealed.

13. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1929, and shall come into operation on the 1st day of July, 1929, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 15th day of May, 1929.

Hailsham, C. — *T. R. Hughes*,
P. Ogden Lawrence. — *E. H. Tindal Atkinson*.
A. A. Roche, J. — *C. H. Morton*.
Rigby Swift, J. — *Roger Gregory*.
F. H. Maugham, J.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. H. HOLMAN GREGORY, K.C. (Recorder of Bristol), to be a Judge of the Mayor's and City of London Court, additional to the Recorder and Common Serjeant, and in the place of His Honour the late Judge Atherley Jones, K.C. Mr. Gregory (who previously practised as a solicitor) was called to the Bar in 1897 and took silk in 1910.

Mr. C. D. FORSTER, solicitor, Newcastle-on-Tyne, has been made a Justice of the Peace for the County of Northumberland. Mr. Forster, who was admitted in 1874, was for many years Clerk of the Peace and Clerk to the County Council of Northumberland.

Mr. A. H. FRANKLIN, solicitor, of the firm of Messrs. A. H. Franklin & Sons, Oxford, has been made a Justice of the Peace for the City of Oxford. Mr. Franklin, who was admitted in 1895, is Clerk to the Justices for the respective divisions of Bullingdon and Bampton East, and also Coroner for the Central District of Oxfordshire and Chairman of the Oxfordshire Agricultural Wages Committee.

Mr. A. C. MORGAN, M.A. (Oxon), solicitor, of the firm of Park Nelson & Co., 11 Essex Street, Strand, W.C.2, has been made a Justice of the Peace for Hertfordshire. Mr. Morgan—who was admitted in 1903—is Solicitor to the Honourable Society of the Middle Temple, and has been a member of the Council of The Law Society since 1903.

Mr. JOHN S. ERRINGTON, solicitor, Carlisle, has been appointed Registrar of the Carlisle County Court and District Registrar of the High Court. Mr. Errington, who was admitted in 1905, previously held the appointment of Deputy-Registrar.

His Honour Judge J. W. MCCARTHY was, at a meeting of the North Riding Justices, elected Chairman of the North Riding Quarter Sessions, and also Chairman of the Rating Appeals Committee. Judge McCarthy was called by Gray's Inn in 1886, was Private Secretary to the Japanese Minister for Foreign Affairs, 1879–82, standing counsel to the Chinese Legation in London from 1892 to 1902, and is Chairman of the West Yorkshire Miners' Minimum Wage Board. He was elected a Bencher of his Inn in 1909.

Mr. J. G. GUNTER, solicitor, Deputy Town Clerk of Bradford and Chief Assistant Solicitor to the Corporation, has been appointed Deputy Solicitor to the Central Electricity Board. Mr. Gunter was admitted in 1909.

Mr. HAROLD E. BRAITHWAITE, Assistant Solicitor in the office of Mr. Vernon Younger, Town Clerk of Coventry, has been appointed Deputy Town Clerk of the County and County Borough of Southampton. Mr. Braithwaite was admitted in 1924.

Mr. FREDERICK JOHN WILLIAMS, solicitor (Messrs. Clapham, Fraser and Williams), 15, Devonshire-square, Bishopsgate, E.C.2, has been elected a Director of the British Law Insurance Company, Limited. Mr. Williams—who holds the appointment of Clerk of the Peace for the County Borough of West Ham—was admitted in 1900.

MR. CYRIL TOLLEY'S LIBEL ACTION.

Mr. Cyril Tolley, the amateur golf champion, was awarded £1,000 damages by a special jury on Monday in a libel action which he brought against J. S. Fry & Sons, Ltd., the chocolate manufacturers, in respect of the publication of a caricature of himself playing a stroke while a caddy looked on. Underneath was a limerick. The picture was published to advertise the defendants' chocolate. Mr. Tolley said that he had never agreed that his portrait should be exhibited for that purpose, and complained that the publication suggested that he had done so for gain and reward and that he had been guilty of conduct unworthy of his status as an amateur golfer. The defendants denied the innuendo and said that the words were incapable of constituting a libel.

DISMISSED POLICE OFFICERS.

LEAVE TO APPEAL.

Mr. Clynes, the Home Secretary, has, says *The Times*, granted the application for leave to appeal made by the two police sergeants and two police constables who were dismissed by a Disciplinary Board at Scotland Yard on 5th June, and has appointed a special tribunal to deal with the case. It will be heard by Mr. E. C. P. Boyd, Metropolitan magistrate at the South-Western Police Court, who will be chairman, and Sir Ernley Blackwell, Legal Assistant, Under-Secretary of State, Home Office.

This is the first time that a Secretary of State has declined to confirm a decision of the Disciplinary Board backed up by confirmation of the Commissioner of Police, in the case of the ordinary rank and file. Only once before has an Appeal Board been set up by the Home Secretary, and that was in the case of the Chief Constable of St. Helens, who had a dispute with the Watch Committee.

The men concerned in the present case are Police-sergeants Hill and Pollard and Police-constables Scotchbrook and Arman, all attached to Great Marlborough-street Police Station. The inquiry will be held in private, and the appellants will be legally represented.

A statement issued by Scotland Yard stated that the four officers had been found guilty of the following charges:—

"Corrupt practice—did improperly use their position as members of the Force to their private advantage—namely, did accept meals from restaurant keepers without paying for same.

"Further, discreditable conduct—did act in a manner likely to bring discredit on the reputation of the service by associating with persons whom they might reasonably be expected to suspect of keeping brothels."

WARRANT FOR ARREST OF SOLICITOR.

Charles Vincent Whitgreave, described as a solicitor, of Ponsonby Place, W., should have appeared at Bow Street on Thursday, the 11th inst., to answer a summons alleging the fraudulent conversion of £1,220 belonging to the Italian Church, Hatton Garden, London. It was stated that Whitgreave had not answered the summons and on the application of the Director of Public Prosecutions a warrant was issued for his arrest.

The summons alleged that as a trustee and executor under the will of Father Joseph Peter Bannin, Whitgreave received the £1,220 for the use and benefit of the Italian Church and that he had fraudulently converted the money to his own purposes.

SOLICITOR WITHOUT A DOG LICENCE.

Frederic Charles Lymn, solicitor, Beech House, Matlock Bath, was one of a group of dog owners summoned at Matlock Police-court on Wednesday, the 10th inst., for keeping dogs without two licences.

He was defended by his son, Mr. C. R. Lymn, also a solicitor, and the Magistrates' Clerk (Mr. J. S. Potter) said he hoped Mr. Lymn, junr., would get his fee. (Laughter.)

Mr. Lymn said it was an oversight, and thanked the police for the extremely courteous way in which they conducted their inquiries.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y July 22	Mr. Andrews	Mr. Blaker	Mr. *Andrews	Mr. More
Tuesday .. 23	Jolly	More	More	*Hicks Beach
Wednesday 24	Hicks Beach	Ritchie	*Hicks Beach	*Andrews
Thursday . 25	Blaker	Andrews	Andrews	*More
Friday 26	More	Jolly	*More	Hicks Beach
Saturday .. 27	Ritchie	Hicks Beach	Hicks Beach	Andrews

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y July 22	Mr. Hicks Beach	Mr. Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 23	Andrews	*Jolly	Blaker	*Ritchie
Wednesday 24	More	Ritchie	Jolly	*Blaker
Thursday . 25	Hicks Beach	*Blaker	Ritchie	*Jolly
Friday 26	Andrews	Jolly	Blaker	*Ritchie
Saturday .. 27	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 25th July, 1929.

	MIDDLE PRICE 17th July	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	83	4 16 5	—
Consols 2½%	54½	4 11 9	—
War Loan 5% 1929-47	100⅝	4 19 0	—
War Loan 4½% 1925-45	94½	4 15 3	5 0 0
War Loan 4% (Tax free) 1922-42	100½	3 19 10	4 0 0
Funding 4% Loan 1960-1990	86½	4 12 6	4 13 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 10 0
Conversion 4½% Loan 1940-44	94½	4 15 3	5 0 0
Conversion 3½% Loan 1961	75½	4 12 9	—
Local Loans 3% Stock 1912 or after	62	4 16 9	—
Bank Stock	247	4 16 6	—
India 4½% 1950-55	87½	5 2 10	5 9 0
India 3½%	65½	5 6 10	—
India 3%	56½	5 6 2	—
Sudan 4½% 1939-73	92	4 17 10	4 16 6
Sudan 4% 1974	85	4 14 0	4 16 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	4 19 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 4 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 2 0
Commonwealth of Australia 5% 1945-75	96	5 4 2	5 4 8
Gold Coast 4½% 1956	94	4 15 9	4 14 0
Jamaica 4½% 1941-71	94	4 15 6	4 16 6
Natal 4% 1937	92	4 7 0	5 5 0
New South Wales 4½% 1935-45	90	5 5 0	5 5 0
New South Wales 5% 1945-65	96	5 4 2	5 3 6
New Zealand 4½% 1945	95	4 14 9	4 17 6
New Zealand 5% 1946	101	4 19 0	4 12 0
Queensland 5% 1940-60	96	5 4 2	5 4 0
South Africa 5% 1945-75	101	4 19 0	4 17 0
South Australia 5% 1945-75	96	5 4 2	5 1 0
Tasmania 5% 1945-75	96	5 4 2	5 1 0
Victoria 5% 1945-75	96	5 4 2	5 1 0
West Australia 5% 1945-75	96	5 4 2	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	62	4 16 9	—
Birmingham 5% 1946-56	102	4 18 0	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hull 3½% 1925-55	76	4 12 1	5 0 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	72	4 12 9	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	62	4 16 9	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	4 18 6
Newcastle 3½% Irredeemable	72	4 17 3	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	87½xd	5 1 11	—
Gt. Western Rly. 5% Rent Charge	96xd	5 4 2	—
Gt. Western Rly. 5% Preference	91½	5 9 3	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	70½	5 13 6	—
L. & N. E. Rly. 4% 1st Preference	63½	6 6 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Preference	67½	5 18 6	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	86	5 16 3	—

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

EXCEPTIONALLY LOW CHARGES. PROMPT SETTLEMENTS.
BANKERS: MIDLAND BANK. WRITE FOR TERMS.

CONSULT STEVENS'S before disposing of your Antiques, Furniture, Glass, Silver, China, Pictures and every description of Curio.

We Value, Catalogue, Arrange for Removal, and Obtain Best Prices for Collections or Single Items.

ESTABLISHED 1760.

'Grams: Auks, Rand, London. 'Phone: Gerrard 1824.

38, KING ST., COVENT GARDEN, W.C.2.

ESTABLISHED 1852.

DRIVERS & NORRIS, F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS

407, HOLLOWAY RD., N 7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phone: NORTH 1503 & 1504.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to

Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

J. J. HILL & WEAVER,

Auctioneers and Valuers of Licensed Property,

28, THEOBALD'S ROAD, LONDON, W.C.1.

T. J. WEAVER, F.A.I. L. T. WEAVER, F.A.I.
J. J. HILL, F.A.I. F. WEAVER, F.A.I.

Telephones: HOLBORN 2441 and 2442. Founded 1867.

Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, &c.

HARRODS ESTATE OFFICES

62-64, BROMPTON ROAD, S.W.1.

Telephones: SLOANE 1234 and KENSINGTON 1490.

"SOUTHOVER LODGE,"
PARK ROAD, BECKENHAM, KENT.

Close to Foxgrove Golf Course and other links. Five minutes station, excellent electrified train service to City and West End.

The Attractive Detached FREEHOLD NON-BASEMENT RESIDENCE,

containing: Entrance hall, cloak room, three reception rooms, 8 or 9 bed and dressing rooms (1 fitted basin h. and c.), bath room, complete domestic offices. Electric light. Telephone. Co.'s gas and water.

GARAGE,

DELIGHTFUL WELL-TIMBERED GROUNDS, with tennis lawn and long road frontage, in all about

ONE ACRE.

VACANT POSSESSION.

HARRODS

are instructed to OFFER the above for SALE by AUCTION (unless previously sold privately), at HARRODS ESTATE SALE ROOMS, S.W.1, on TUESDAY, 23rd JULY, 1929, at 2.30 p.m.

Solicitors: Messrs. Naunton & McMurdy, 14, Soho-square, W.1.

Illustrated auction particulars, with conditions of sale and orders to view may be obtained of the Auctioneers, HARRODS Ltd., 62/64, Brompton-road, S.W.1. Surrey Office: West Byfleet.

OVINGTON HOUSE,
1, OVINGTON GARDENS,
and 10, OVINGTON MEWS, S.W.3.

Situated in a quiet position.
Close to Harrods, Hyde Park and Tube.

The Leasehold CORNER RESIDENCE

WITH GARAGE AND ROOMS.

Containing:
Four reception rooms, nine bed and dressing rooms, three bath rooms, and light domestic offices.
Overlooking gardens facing South and West.
Unexpired Lease 18 years, at very nominal Ground Rent of £2 p.a.
At the rear of the above, EXCELLENT DOUBLE GARAGE for two cars. With Three Rooms over.
Unexpired lease 37 years, at low ground rent of £25 p.a.
With possession of the whole.

HARRODS

have received instructions to OFFER the above by AUCTION, in one or two lots (unless previously sold by private treaty), at HARRODS ESTATE SALE ROOMS, S.W.1, on THURSDAY, 25th JULY, 1929, at 2.30 p.m.

Solicitors: Messrs. Herbert Smith & Co., 62, London Wall, E.C.

Auction Particulars with Conditions of Sale and Order to View may be obtained of the Auctioneers, HARRODS Ltd., 62-64, Brompton-road, S.W.1. Surrey Office: West Byfleet.

SOUND PROPOSITION FOR EITHER RESIDENTIAL OR DEVELOPMENT PURPOSES.

OAKROYD,
POTTERS BAR, MIDDLESEX.

THE VERY VALUABLE FREEHOLD PROPERTY AND WELL-BUILT RESIDENCE,

containing:
Hall, three reception rooms, seven bed and dressing rooms, bath room, and ample offices.
Co.'s gas and water. Central heating.
Modern drainage.
Double garage and outbuildings. Stabling.
WELL-MATURED GARDENS,
and VALUABLE PADDOCKS, in all about

24 ACRES.

With long road frontage. VACANT POSSESSION.

HARRODS

are instructed to OFFER the above for SALE by AUCTION (unless previously sold privately), at HARRODS ESTATE SALE ROOMS, S.W.1, on TUESDAY, 23rd JULY, 1929, at 2.30 p.m.

Solicitors: Messrs. Davies & Davies, 71, Moorgate, E.C.2. Telephone: Central 3358.

Auction particulars, with conditions of sale and orders to view may be obtained of the Auctioneers, HARRODS Ltd., 62-64, Brompton-road, S.W.1. Surrey Office: West Byfleet.

AT A LOW RESERVE.

17, HILL STREET,
KNIGHTSBRIDGE, S.W.

ADJOINING HYDE PARK

Attractive and convenient

RESIDENCE,

In a quiet and central position,

Containing:
Four bed rooms, well-fitted bath room.
Two reception rooms, kitchen, and offices.
Specially-fitted wardrobe fitment in principal bed room.
Parquet floor. Leaded light windows.
Lavatory basins (h. and c.) in bed rooms.
Electric heating plugs throughout.

SMALL GARDEN

VACANT POSSESSION.

Unexpired lease 10 years, from March 25th, 1929.
Ground rent £7 7s. per ann.

HARRODS

have received instructions to OFFER the above by AUCTION (unless previously sold privately), at HARRODS ESTATE SALE ROOMS, S.W.1, on THURSDAY, 25th JULY, 1929, at 2.30 p.m.

Particulars of the Auctioneers, HARRODS Ltd., 62-64, Brompton-road, S.W.1. Surrey Office: West Byfleet.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent)
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

GLEDHILL & GLEDHILL

SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,

82, BOROUGH HIGH ST., S.E.1.

Factory and Warehouse Surveyors.

HOP. Properties entirely managed. 5026.

CAMBERWELL HOUSE,

33, Peckham Road, London, S.E.5.

Telegrams: "PSYCHOLIA, LONDON." Telephones: RODNEY 4731-2.

For the Treatment of Mental Disorders.

Completely detached Villas for mild cases, with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Croquet, Squash Racquets, and all indoor Amusements. Wireless and other concerts. Occupational therapy. Daily Services in Chapel.

Senior Physician: Dr. HUBERT J. NORMAN, assisted by three Medical Officers, also resident.

An Illustrated Prospectus, giving full particulars and terms, may be obtained upon application to the Secretary,

HOVE VILLA, BRIGHTON,

A Convalescent Branch of the above.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE & CO., Tottenham Court-road, London, W.1.

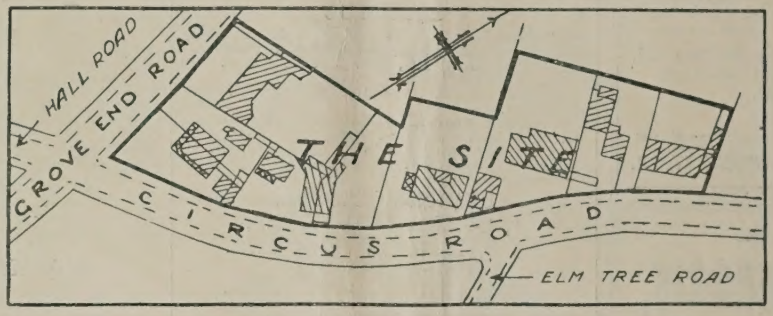
THE EYRE ESTATE, ST. JOHN'S WOOD, N.W.

A BUILDING LEASE

OF

THIS IMPORTANT SITE

ABOUT 112,000 SQUARE FEET.



WILL BE OFFERED AT PUBLIC AUCTION ON MONDAY, 29th JULY, 1929, by

ALFRED SAVILL & SONS, 51a, Lincoln's Inn Fields, W.C.2.

BY DIRECTION OF ALMINA, COUNTESS OF CARNARVON.

1, SEAMORE PLACE, PARK LANE.

ONE OF THE FINEST SMALL MANSIONS IN LONDON OF HISTORIC INTEREST AND ASSOCIATION.

FREEHOLD.

SITUATED IN A CUL-DE-SAC, AND HAVING AN UNINTERRUPTED VIEW OVER HYDE PARK.

The property contains a wealth of beautiful Elizabethan and Jacobean wainscotting; it is well fitted and modernised in every particular.

Reception hall, six reception rooms, secretary's and steward's rooms, 12 principal and secondary bed rooms, eight servants' rooms, five bath rooms, perfect domestic offices.

AND

3 and 4, GRANTHAM-PLACE,

PARK-LANE.

Leasehold Garage Premises.

To be offered for SALE by AUCTION in the HANOVER-SQUARE ESTATE ROOMS, on THURSDAY, 3rd OCTOBER, 1929, at 2.30 p.m. (unless previously sold by private treaty).

Solicitor: Alfred W. Fryzer, B.A., LL.B. (Lond.), Maxwell House, Arundel-street, W.C.2.

Auctioneers: Messrs. Knight, Frank & Rutley, 20, Hanover-square, W.1.

To Solicitors, Trustees and Executors.

DEBENHAM, STORR & SONS, LTD.

AUCTION ROOMS.

(ESTABLISHED 1813.)

Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, &c.

Valuations made in Town and Country for all purposes.

APPLY:

26, King St., Covent Garden, London, W.C.

'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

ST. MARGARET'S-ON-THAMES.

The attractive

FREEHOLD RESIDENCE.

SPRINGMERE, 20, AILSA-ROAD.

containing two reception-rooms, eight bedrooms, bathroom, and convenient domestic offices. Good garden.

For SALE by AUCTION, by Messrs.

DAVID BURNETT & SON

at THE LONDON AUCTION MART, on 24th July.

Particulars of Messrs. J. R. Welch & Son, Solicitors, 22, Martin-lane, E.C.4; or of the Auctioneers, 9 and 10, Fenchurch-street, E.C.3.

WALLINGTON, SURREY.

Attractive SEMI-DETACHED HOUSE, 12, WORDSWORTH-ROAD, containing three bedrooms, two reception-rooms, bathroom and convenient domestic offices. Lease 74 years. Ground Rent £5.—VACANT POSSESSION.

For SALE by AUCTION, by Messrs.

DAVID BURNETT & SON

at THE LONDON AUCTION MART, on 24th July.

Particulars of Messrs. Phillips, Son & Rollinson, solicitors, 147, Cannon-st cet, E.C.4; or of the Auctioneers, 9 and 10, Fenchurch-street, E.C.3.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

Telephones—HAMPSTEAD 4042 and CITY 8394.

ELDRIDGE & MORRIS

(Established 1905)

of 6, Albemarle Street, Piccadilly, W.1.

LEND

£50 upwards to **£5,000**

'PHONE: REGENT 4901-3.
TELEGRAMS: "ELDRIMORE, PICCY, LONDON."

SALE WEDNESDAY NEXT.

SOUTH LAMBETH.

39 and 41, LANSDOWNE GARDENS. Upset price £350. Produce £220 p.a. Lease 13 years. G.R. appor. £6 10s. p.a.

1. LANSDOWNE-MEWS, LANSDOWNE-ROAD.—FREEHOLD. Suitable garage or factory. VACANT POSSESSION.

249, SOUTH LAMBETH-ROAD.—11 rooms. Possession major portion, produce £148 p.a. Lease 36 years. G.R. £11 10s. p.a.

DOUGLAS YOUNG & CO.

will SELL the above at the LONDON AUCTION MART, on WEDNESDAY NEXT, 24th July.

Full particulars of the Auctioneers, 69, Coleman-street, E.C.2, and 213, Clapham-road, S.W.9.

KNIGHT FRANK & RUTLEY'S

SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada; The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W.
Saturday, July 20th, 1929.